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To: Energy LLC dba Tax Equity Professionals

From: Leo Berwick LP

Date: June 10, 2025

Tax Memorandum – Tax Equity Professionals

I. Executive Summary

Energy LLC dba Tax Equity Professionals (the "Company") is currently developing and intends to sell a portfolio of residential rooftop solar photovoltaic ("PV") systems (individually, a "Solar System" collectively the "Solar Systems") to independent tax equity investors (each transaction referred to individually as a "Transaction"). To support the anticipated availability of federal investment tax credits ("ITC") under Internal Revenue Code ("I.R.C.") Section 48, the Company has engaged Leo Berwick LP ("Leo Berwick" or "Our" or "We") to evaluate energy property qualifications, cost basis methodology, placed-in-service ("PIS") and begin construction documentation, valuation substantiation, and potential ITC "adders" (domestic content and energy communities).

Our analysis below is based on the facts and documentation provided by the Company and the legal opinions prepared by Olson & Partners Law.

II. Company Background

The Company, established in 2018, is a Utah-based solar development firm specializing in residential and small commercial renewable energy projects designed to optimize federal tax benefits. To date, the Company has delivered over 350 solar energy systems representing more than $20 million in aggregate value and has closed over $12 million in tax equity financing[1].

Led by a management team with over 60 years of combined experience across the solar, tax, financial, and technology sectors. The Company's standardized transaction documentation and tax strategy have been reviewed by multiple accounting and tax advisors and supported by a comprehensive legal opinion, now in its fifth iteration.

The Company is currently developing a pipeline of California-based Solar System projects with projected system costs totaling approximately $8 million, and cumulative expected tax incentives of $3.5 million, including roughly $2.4 million in ITC. Median tax benefits across the Solar Systems range from $140,000 to $359,000, depending on eligibility for domestic content or energy community bonus credits[1].

[1] TEP Overview Insurance.pdf.

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III. Transaction Structure

Each Transaction involves the development, sale, and installation of a Solar System by the Company to a tax equity investor (a "System Owner") through a single-member special-purpose entity. The System Owner typically makes a down payment equal to 43% of the total purchase price and finances the remaining 57% via a recourse promissory note issued by the Company[2]. The Company's position is secured through a contemporaneous Security Agreement.

The standard transaction flow is as follows: the System Owner enters into a Purchase and Install Agreement and makes a down payment. The Company installs the system and obtains utility Permission to Operate ("PTO"). Title transfers to the System Owner at PTO[3], after which the System Owner enters into a Power Purchase Agreement ("PPA") with an unrelated off-taker, securing a fixed-rate revenue stream[4].

Upon PTO, the Company no longer retains any equity interest or operational control, maintaining solely a secured creditor position. The System Owner assumes full economic risk and operational responsibility. Host homeowners grant access for installation but do not retain any ownership interest. Solar Systems are considered PIS for tax purposes upon receipt of PTO.

Each PPA is structured as a long-term contractual arrangement with annual price escalators, providing stable, contracted revenue that enhances the long-term economic value of the investment. In one representative Transaction, a System Owner funded $236,121 in total Solar System costs, and the projected economic value totaled $395,028[4].

These transactions are purposefully structured to exclude leasing arrangements, partnership flips, tax equity syndications, and buy-back provisions. This design enables System Owners to directly claim the ITC and depreciation benefits without relying on complex allocation models. The structure complies with IRC Section 48, Section 49, and Section 465 and satisfies tax ownership and at-risk standards through executed documentation and enforceable financing terms.

IV. ITC Qualifications and Basis Analysis

Each Solar System is expected to qualify as "energy property" under IRC Section 48(a)(3)(A)(i), as they consist of solar panels, inverters, and related generation equipment. In addition to the base 30% ITC, bonus credits may be available under Section 48(a)(12) for domestic content or under Section 48(a)(14) for energy community eligibility. To ensure eligible costs are accurately included in the ITC basis for each Solar System, the Company maintains a Solar Adder Policy outlining its internal documentation process[5].

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[2] System Purchase and Install Agreement between Energy LLC and Simply Smart Solar, LLC, dated October 30, 2024.
[3] Proof of Energization, Brighthouse powered by Coperniq
[4] Economic Value Analysis LB
[5] Solar Adder Policy

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To be included in the tax credit-eligible basis, the Company's policy[6] established the following requirements for the costs:

1) Direct Association Requirement
- Must be integral to the operation of the solar energy system.
- Must support generation, storage, or distribution of solar energy.
- Must be installed as part of the same project and timeline as the solar array.

2) Reasonable Cost Standard
- Must be commercially reasonable and supported by market rates.
- Markups must be consistent with industry norms.

3) Timing Requirement
- Must be installed and placed in service concurrently with the solar system.
- Must be included in original contracts or approved change orders.

In the transaction materials reviewed, each Solar System includes Jinko premium modules, 14.3kWh EG4 batteries, microinverters, racking and conduit systems, and integrated monitoring components[7]. These items meet the functional, timing, and documentation requirements necessary to include them in the ITC-eligible basis. We find that the methodology used to identify and document eligible costs is consistent with IRS expectations and industry practices.

Cost substantiation is supported through executed purchase agreements (Appendix B), and photographs confirming installation of each Solar System component (Appendix A). Because the projects are structured as arm's-length sales with executed security agreements, and the System Owners retain full risk and operational control. The tax credit-eligible basis is only allocated to qualifying property, excluding items like goodwill, PPAs, RECs or other ineligible material/labor costs[8]. The Company's approach to basis calculation, including the use of eligible adders, is consistent with the requirements under Section 48 and Treasury Regulation Section 1.48-9. For ITC purposes, the tax credit-eligible tax basis includes only those costs properly allocable to qualified energy property, as defined under Treas. Reg. Section 1.48-9[9]. Given the bona fide, arm's-length nature, and the support documentation that substantiates basis allocation, the Company's approach eliminates the need for cost segregation studies or appraisal reports.

The Company maintains records of safe harbor and physical work start dates, and PIS is validated through PTO documentation. Both cash and financed amounts are includable in the eligible basis. System ownership is established through executed legal agreements and confirmed by Olson &

[6] The Solar Adder Policy uses the term "adder" to describe Any additional component, service, or feature that increases the base cost of a solar PV system.
[7] System Purchase and Install Agreement between Energy LLC and Simply Smart Solar, LLC, dated October 30, 2024.
[8] The Solar Policy Adder provides the following sample ineligible costs: Unrelated home upgrades (e.g., general roofing, HVAC, EV chargers not solar-integrated), general electrical work not required for the PV system, non-solar equipment (e.g., generators, wind), business overhead (e.g., sales, insurance, unrelated software), customer financing costs (e.g., interest, loan origination), post-installation equipment, etc.
[9] Olson & Partners Law, Tax Credit and Depreciation Opinion Letter for Energy LLC, dated December 19, 2024

Partners' opinion. Depreciation deductions are reduced by 15% under IRC Section 50(c) and use of recourse debt satisfies the at-risk rules under Section 49 and Section 465[9].

Solar System income and deductions may be treated as non-passive if the System Owner materially participates under Section 469 and Treas. Reg. Section 1.469-5T[9]. Qualifying activities include exceeding 100 hours of active participation and outperforming other participants. While third-party installation may complicate initial qualification, ongoing oversight of PPA contracts, revenue, and compliance generally establishes active participation in operational years.

The Transactions comply with the economic substance doctrine under Section 7701(o), which requires both a change in the taxpayer's economic position and a substantial non-tax business purpose. These conditions are satisfied, as the System Owners bear the actual financial and operational risks and receive income generated from electricity sales. Relevant case law Sacks v. Commissioner, 69 F.3d 982 (9th Cir. 1995), and Rice's Toyota World, 752 F.2d 89 (4th Cir. 1985) supports this conclusion for energy-based tax transactions with legitimate profit motives[10].

V. Portfolio Overview

The current portfolio consists of multiple residential-scale Solar Systems located throughout California, including cities such as Inyokern, Waukena, Coarsegold, and Fresno[11]. Each project site has been selected based on a combination of high solar irradiance potential, proximity to interconnection infrastructure, and favorable installation logistics. The systems are designed to meet homeowner energy offset needs while maintaining eligibility for federal tax incentives under Section 48.

System capacities range from approximately 10.5 kW to 25.2 kW, and several include integrated battery energy storage systems with capacities of up to 60 kWh[11]. These system sizes are below the 1-MW AC threshold, and as such, are exempt from the Prevailing Wage and Apprenticeship requirements under the Inflation Reduction Act. This exception substantially reduces the administrative and documentation burden associated with labor compliance and audit readiness.

In addition to technical and regulatory alignment, the Company's geographic concentration in California provides access to a deep pool of qualified, NABCEP-certified installers and licensed electrical contractors. The selected municipalities have demonstrated a track record of responsive permitting offices and streamlined utility interconnection processes, contributing to consistent project timelines and system commissioning dates.

All projects within the portfolio are structured as individual, standalone Solar Systems with distinct interconnection points and property rights. This approach reduces aggregation risk, allows for individualized PIS tracking, and supports discrete tax positions for each Transaction.

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[10] *Id*

[11] TEP Overview Insurance.pdf.

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VI. Historical Performance

The Company has previously completed over $12 million in tax equity transactions using similar structures without any IRS disallowance or audit challenges[11]. This performance history supports the reliability and defensibility of the current transaction framework.

VII. Leo Berwick Overview

Leo Berwick is a trusted transaction advisory firm specializing in infrastructure, energy, and renewable energy sectors. The firm's team consists of experienced former Big 4 professionals and industry experts, providing a sophisticated and commercial approach to complex transactions. Leo Berwick's integrated service offerings include tax structuring, tax insurance advisory, due diligence, financial modeling, valuation, and property tax analysis. The firm has advised on over 30 major solar portfolios, battery energy storage systems ("BESS"), wind repowering, and greenfield renewable energy developments and has supported the underwriting of more than 100 tax credit insurance policies. Its clients include prominent sponsors and investors such as Brookfield, Ares, Energy Capital Partners ("ECP"), and Generate Capital, highlighting Leo Berwick's trusted position in the market.

VIII. Summary

Based on the documentation provided by the Company and the legal opinions prepared by Olson & Partners Law, the Transactions appear to be structured to achieve compliance with IRC Section 48 and other applicable federal tax provisions. The factual record indicates that system ownership is transferred at PTO, financing is provided on a recourse basis, and operational risk is assumed by the System Owner. The Transactions are designed to avoid complicated leasing or partnership structures, and supporting documentation reflects a focus on arm's-length sale treatment and cost basis substantiation without reliance on third-party appraisals or cost segregation.

The combination of executed agreements, system documentation, and legal analysis may provide investors and underwriters with sufficient support to evaluate whether the Transactions are eligible for ITC and tax depreciation benefits.

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Brighthouse Required Photos

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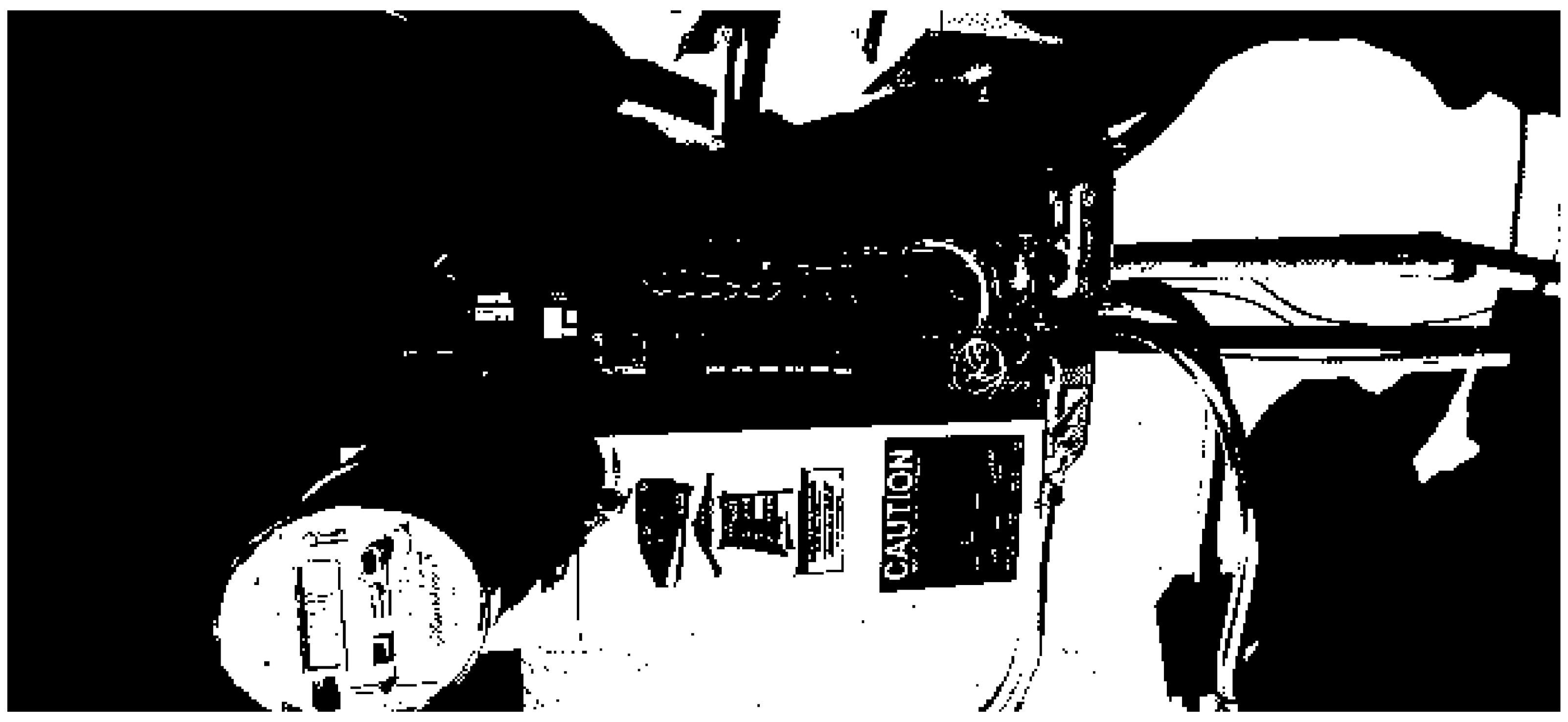
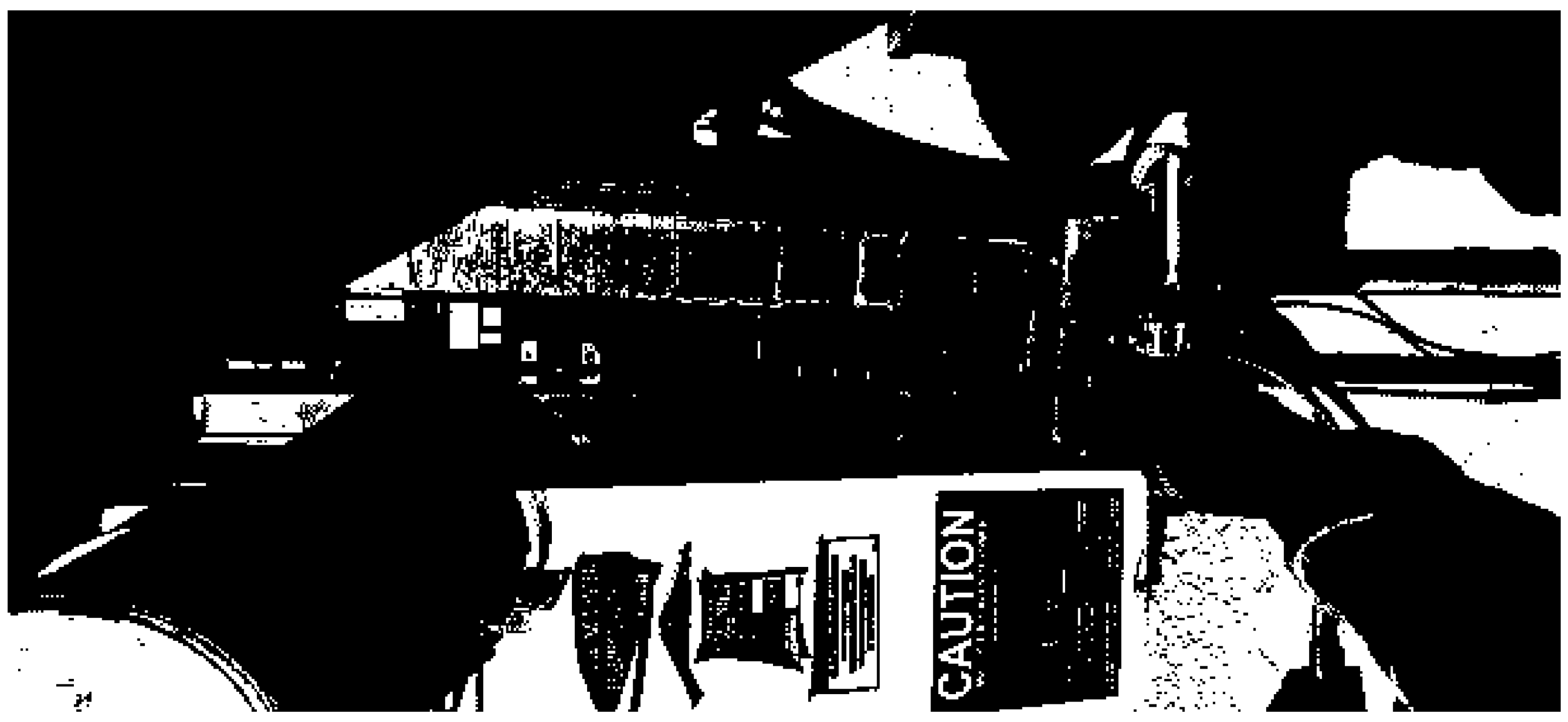
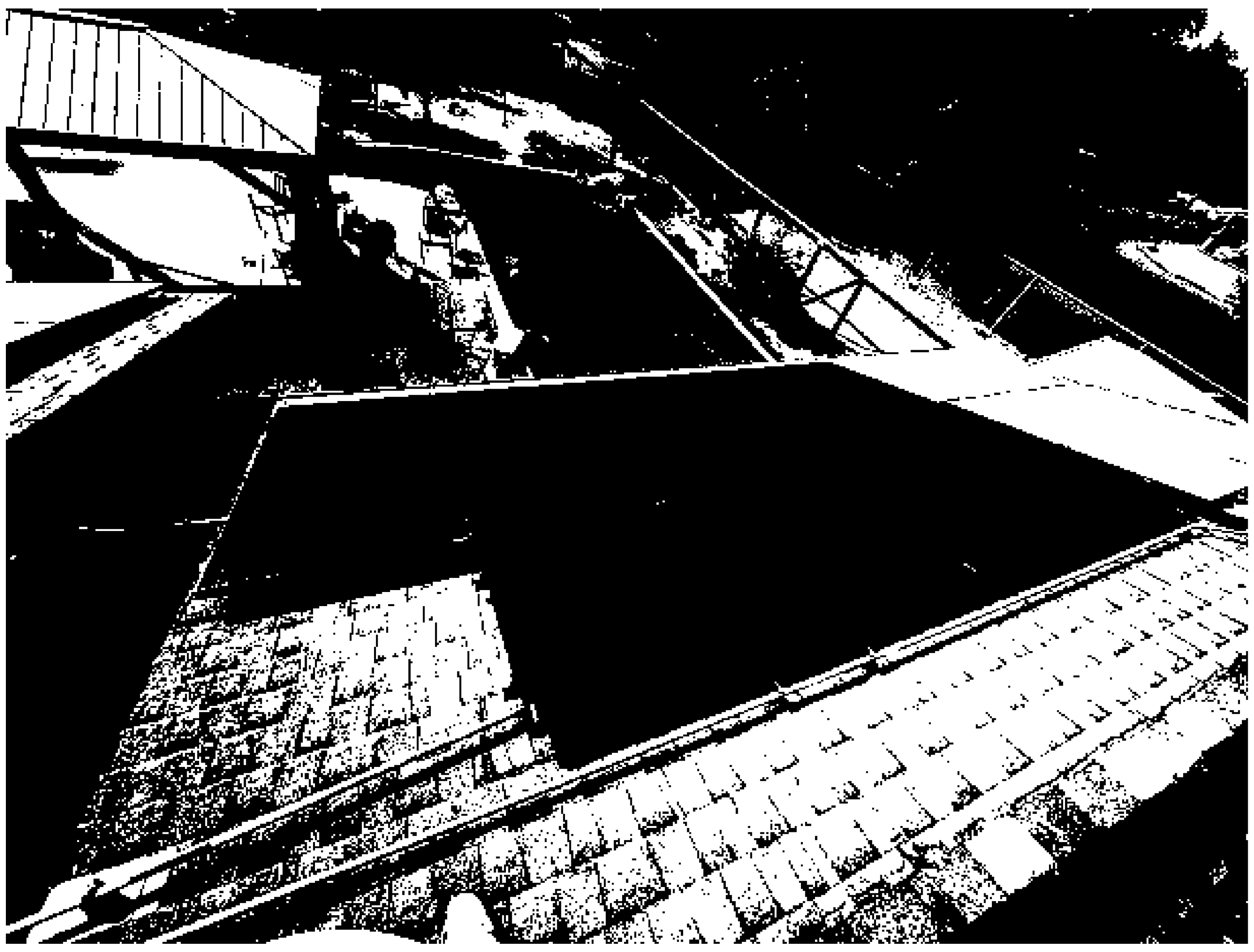
BRIGHTHOUSE REQUIRED PHOTOS

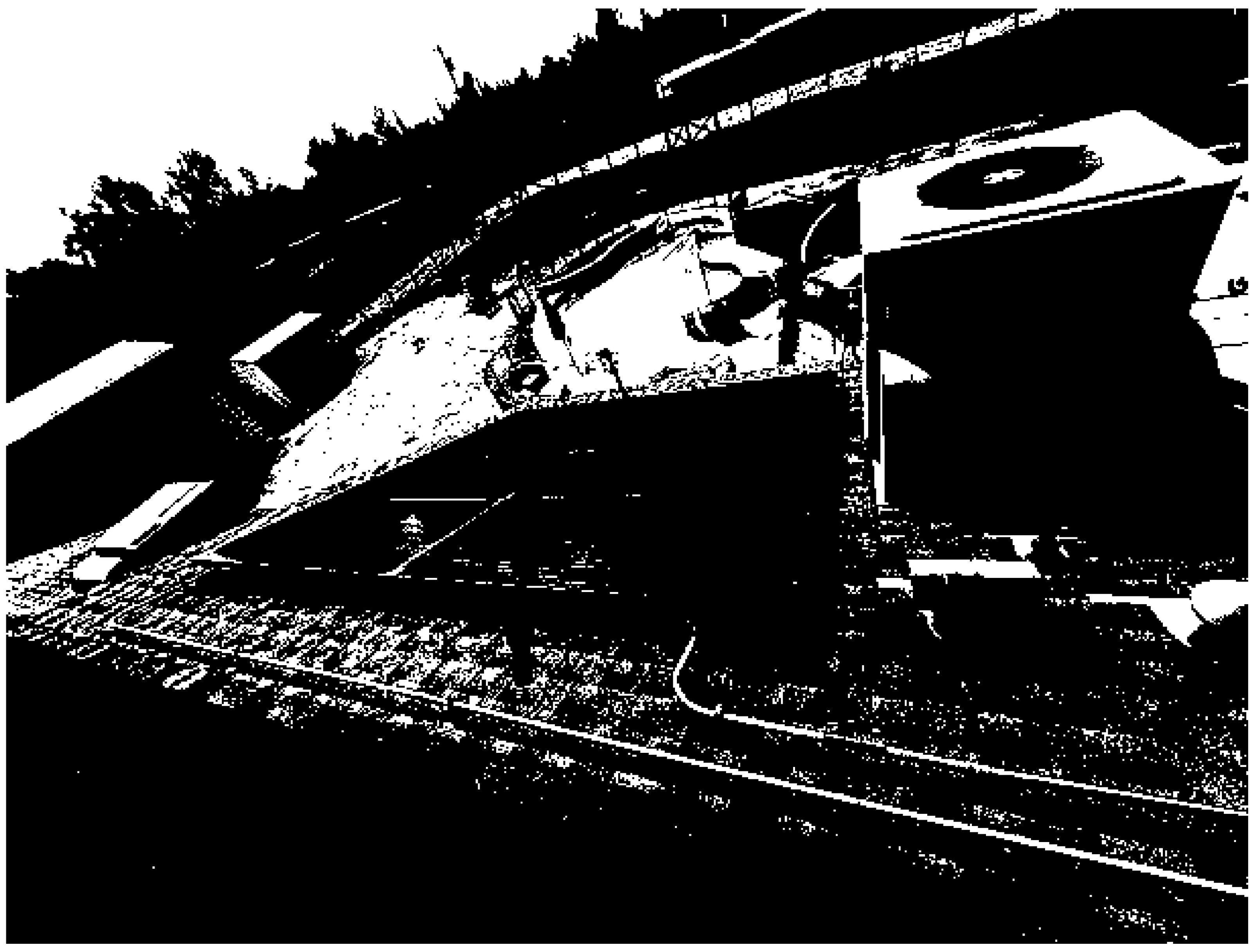
1. MSP (Deadfront on, deadfront off, label)

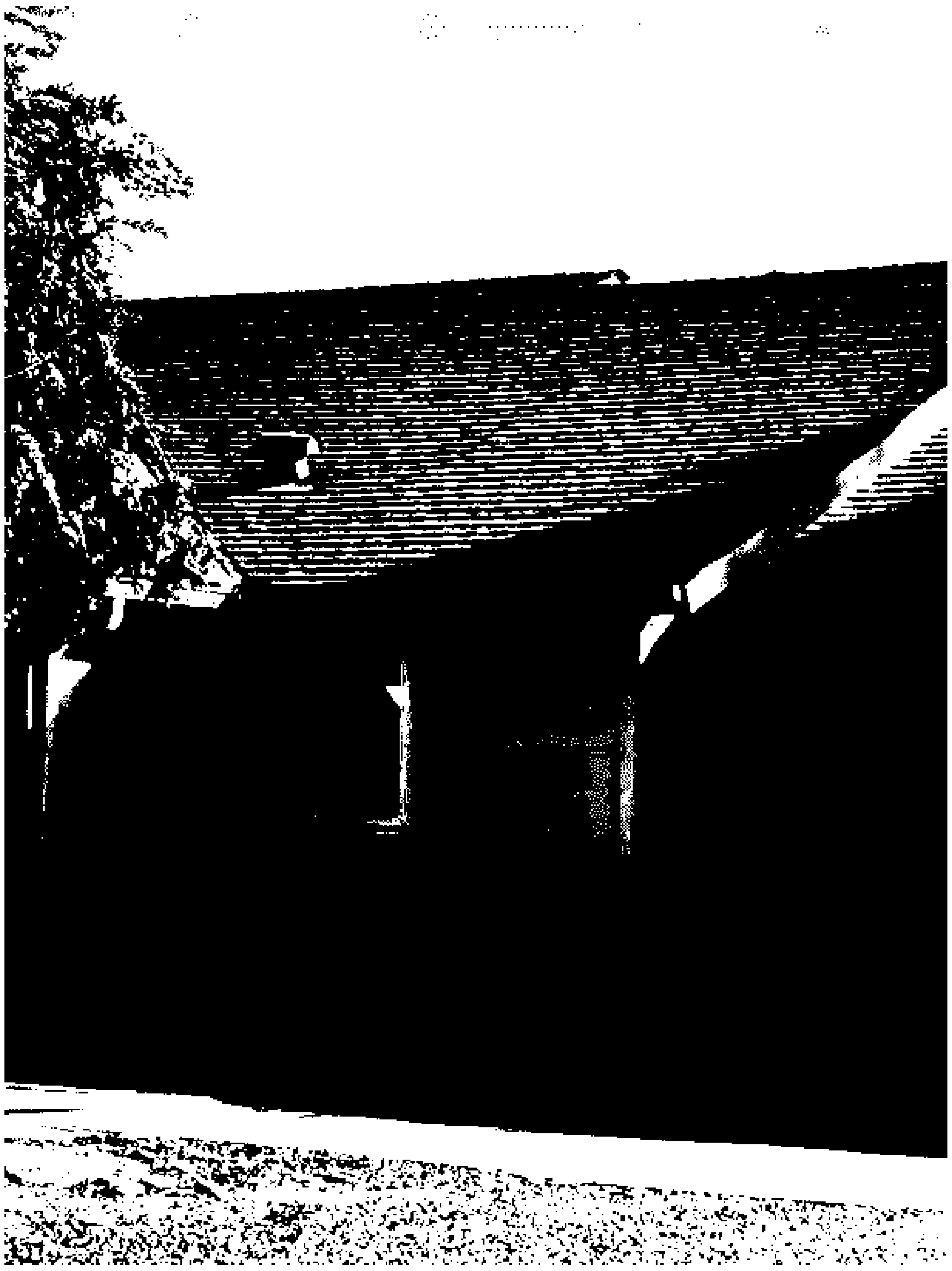




2. Completed Solar Array(s)

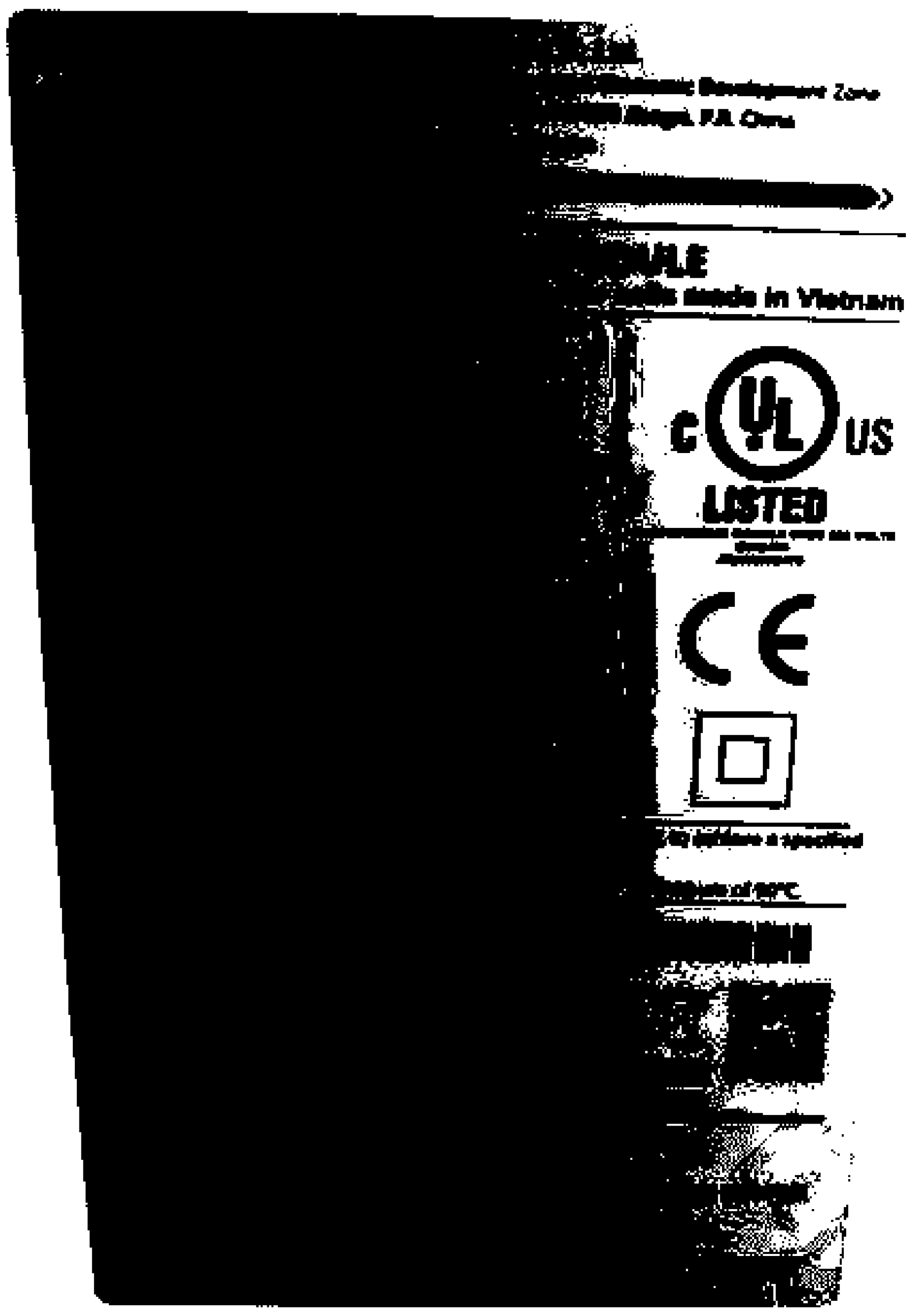




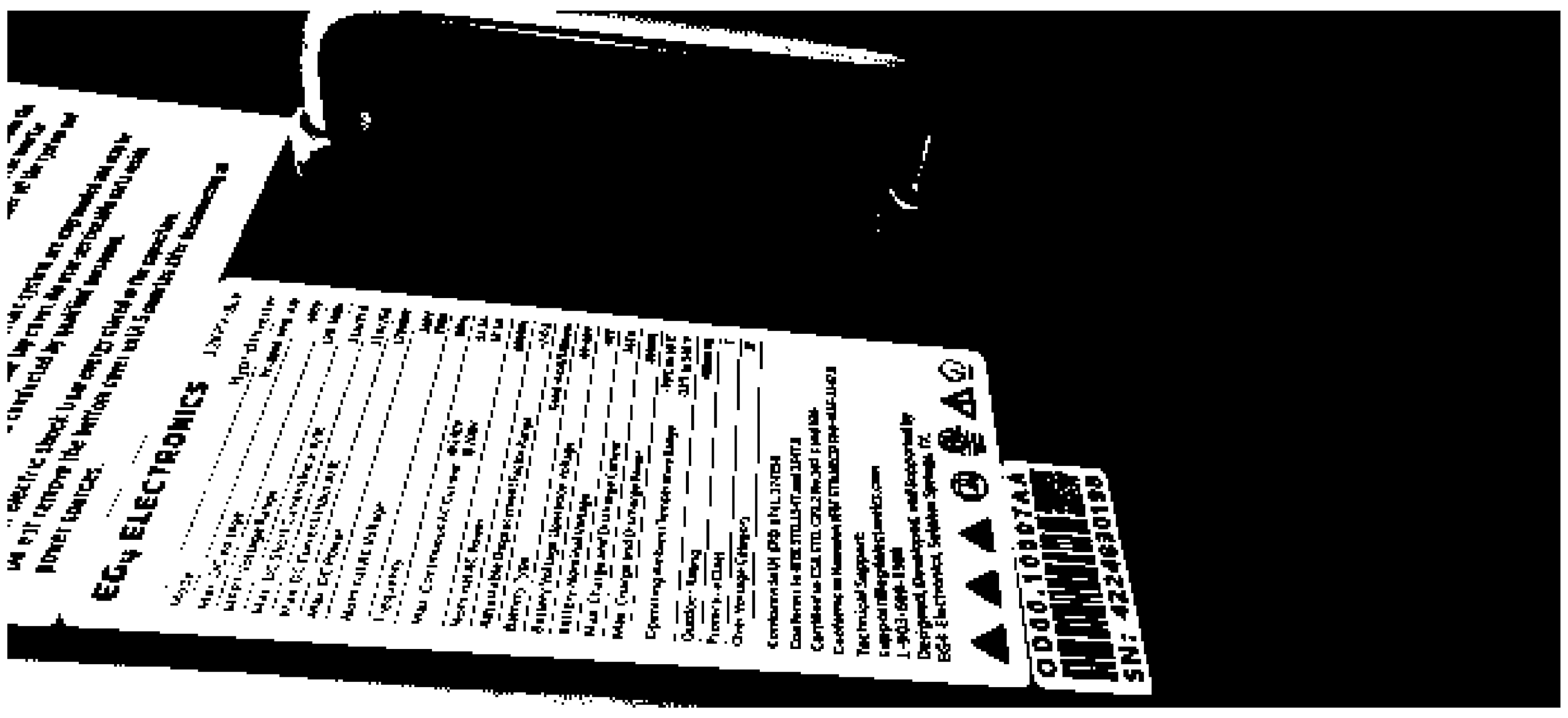


3. Subpanel (Deadfront on, deadfront off, label)

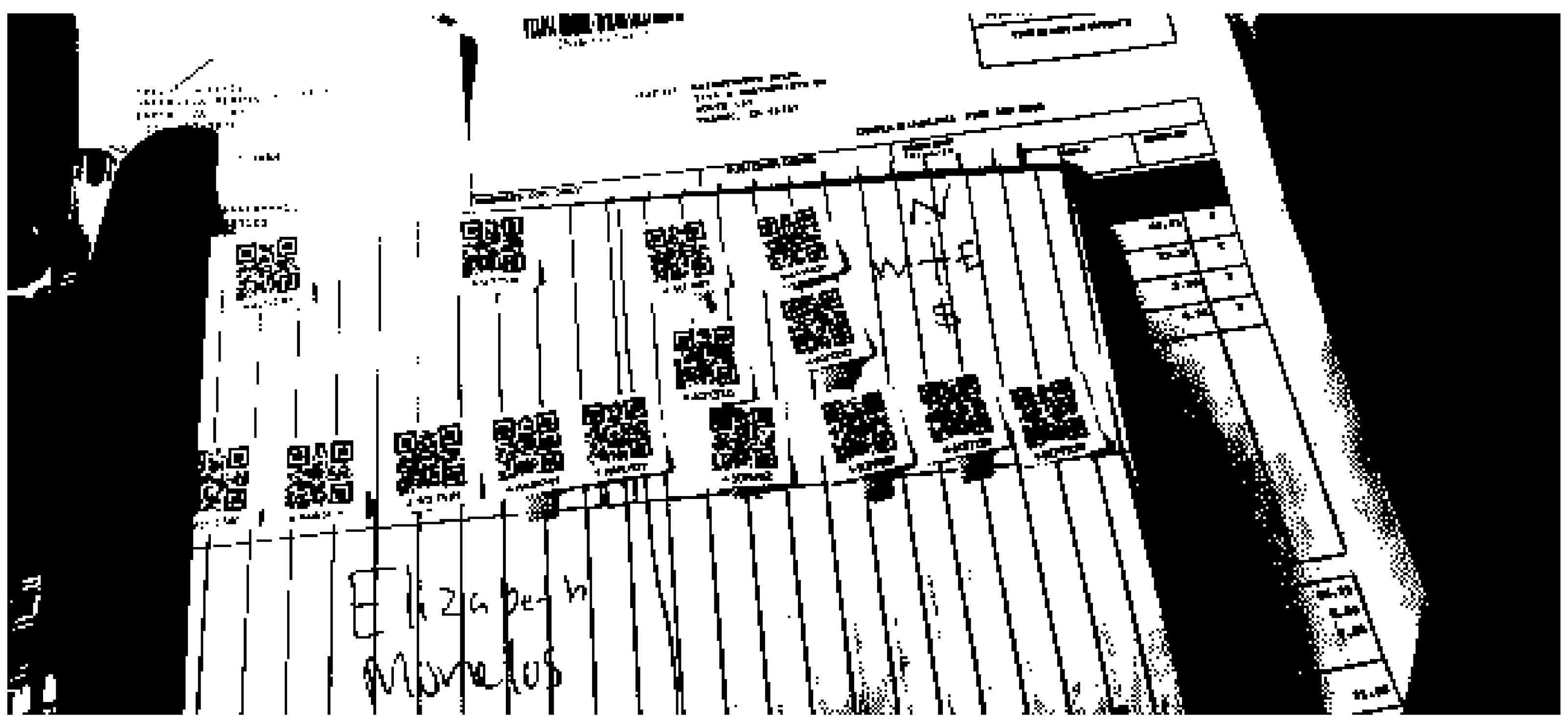
4. Solar Module Label



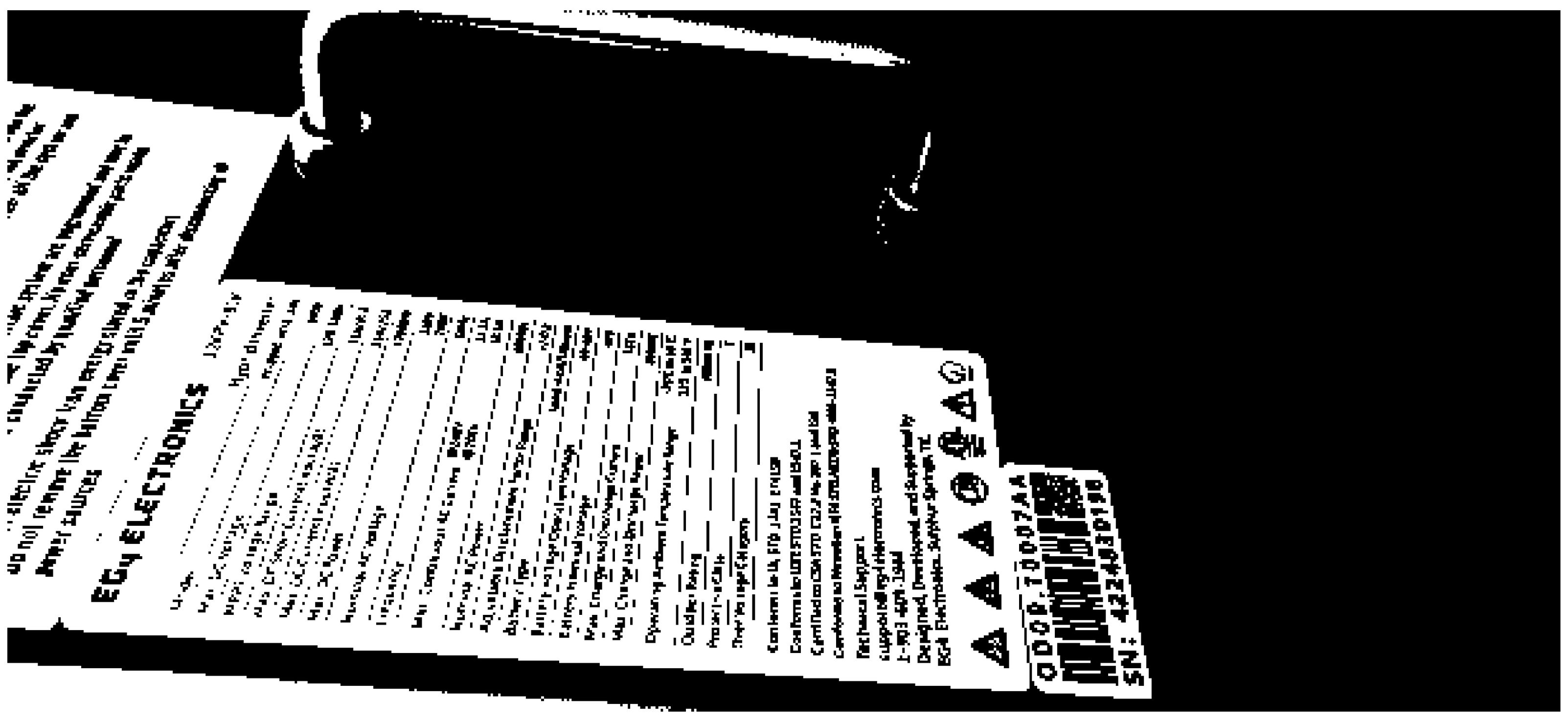
5. Inverter Label (verify inverter model)



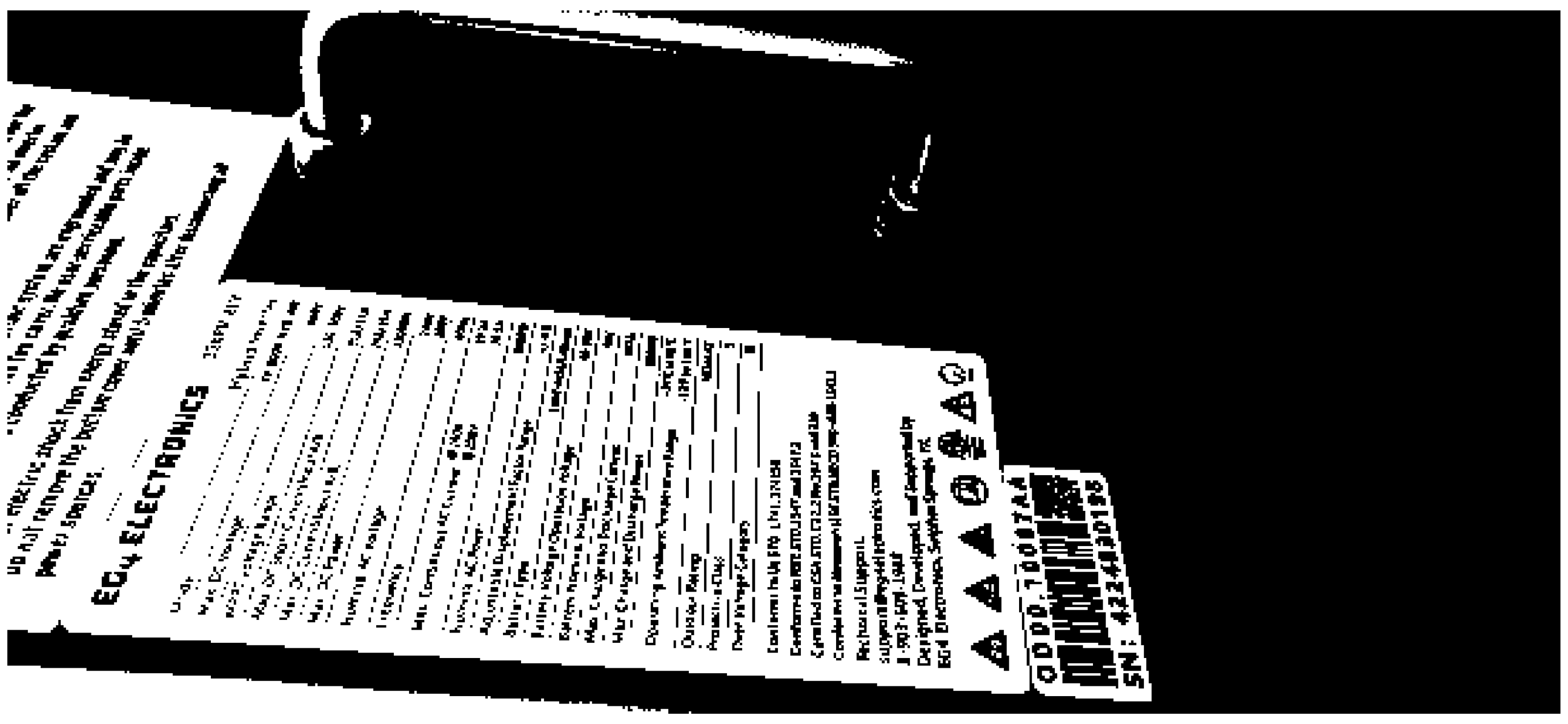
6. Micro inverter Map (if using micros or optics)



7. Combiner Serial Number

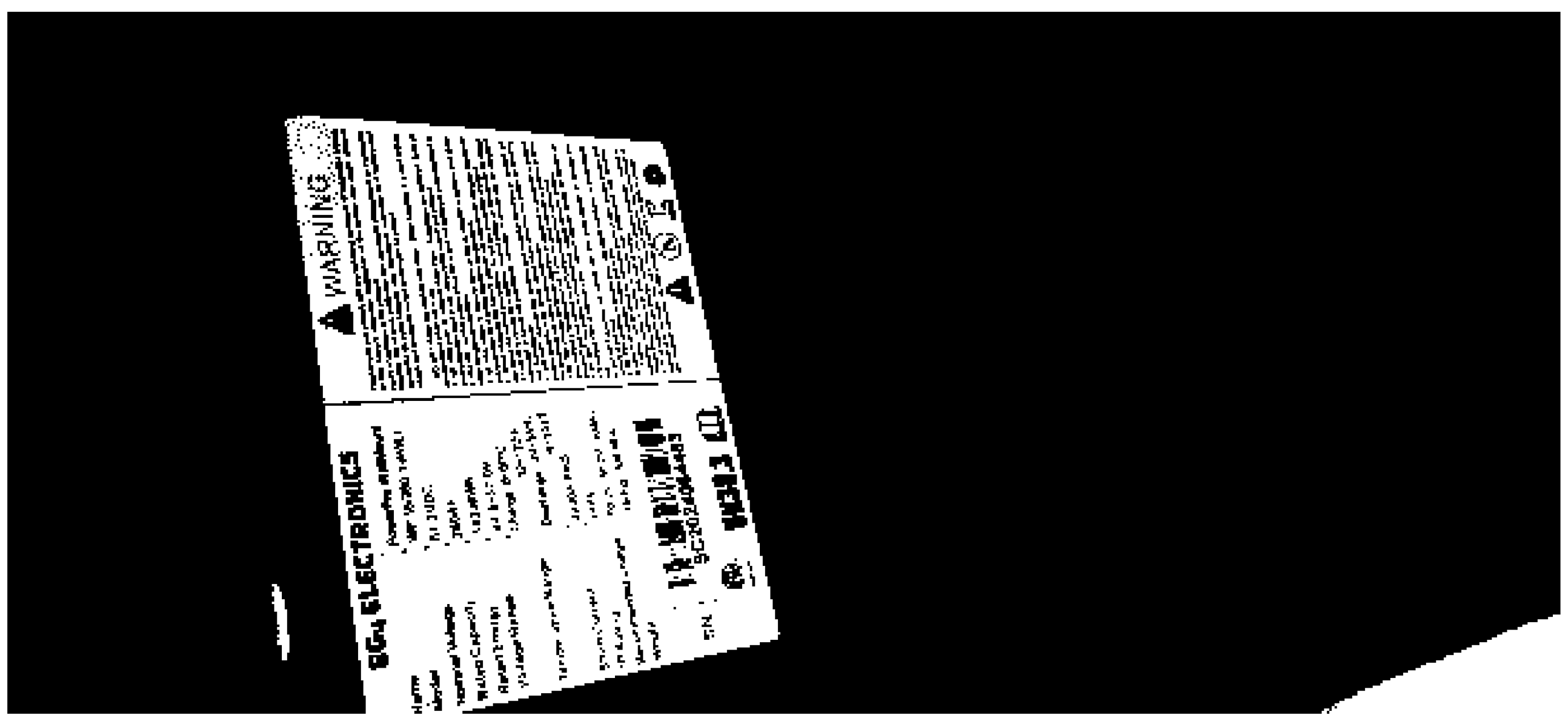


8. Controller Serial Number

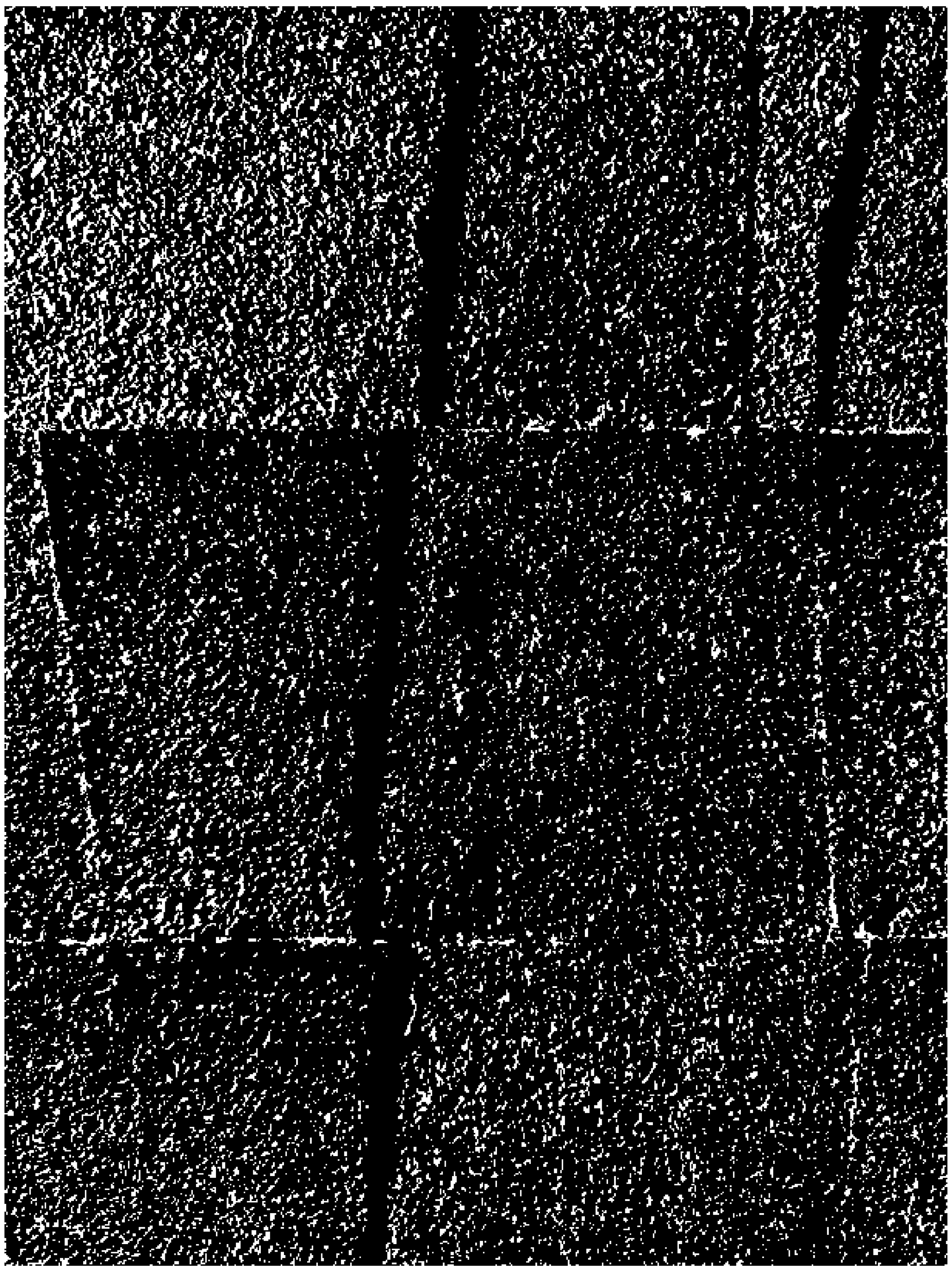


9. Controller Dead Front Off

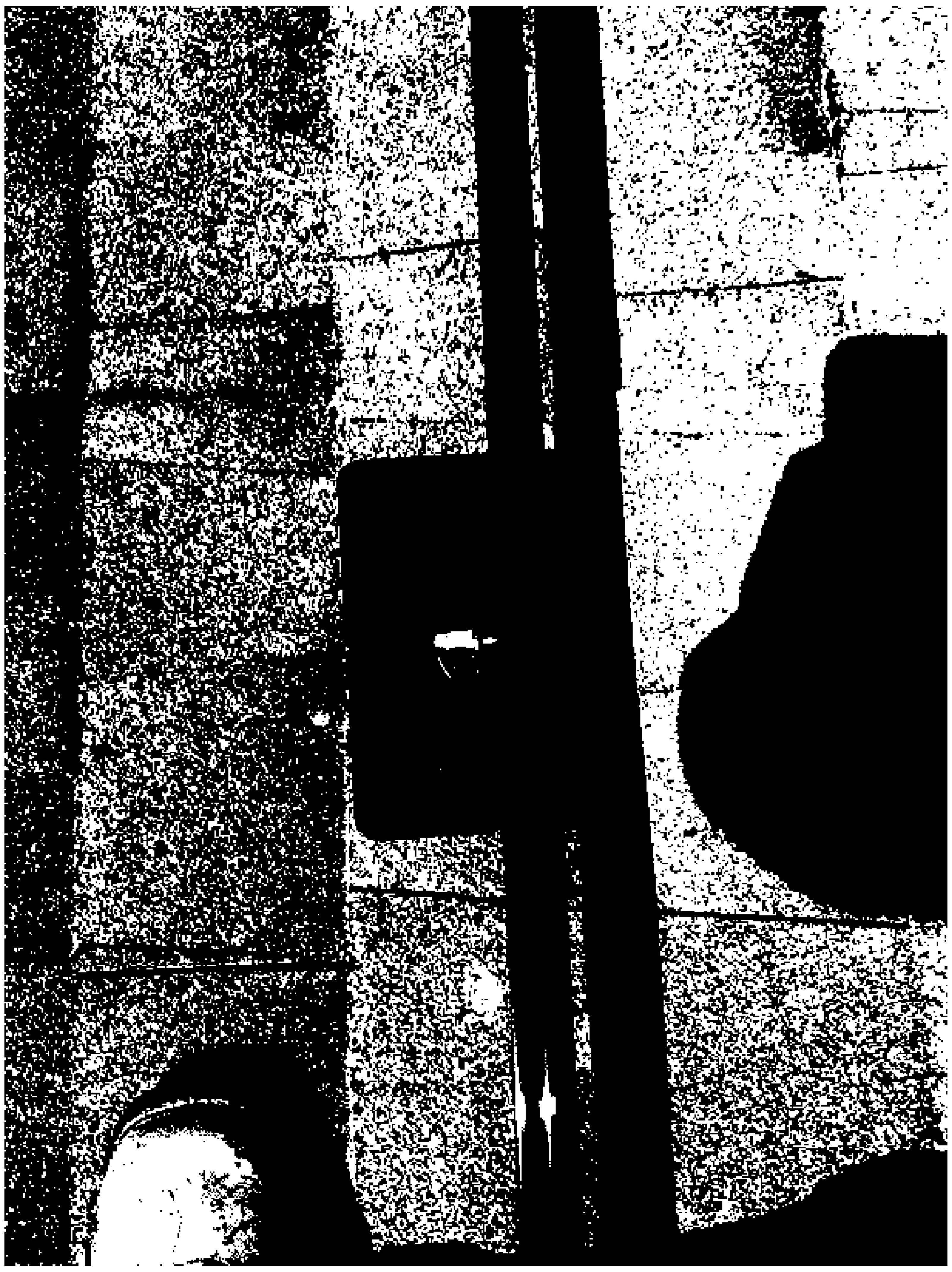
10. Battery Serial Number



11. Roof Penetration (before flashing)

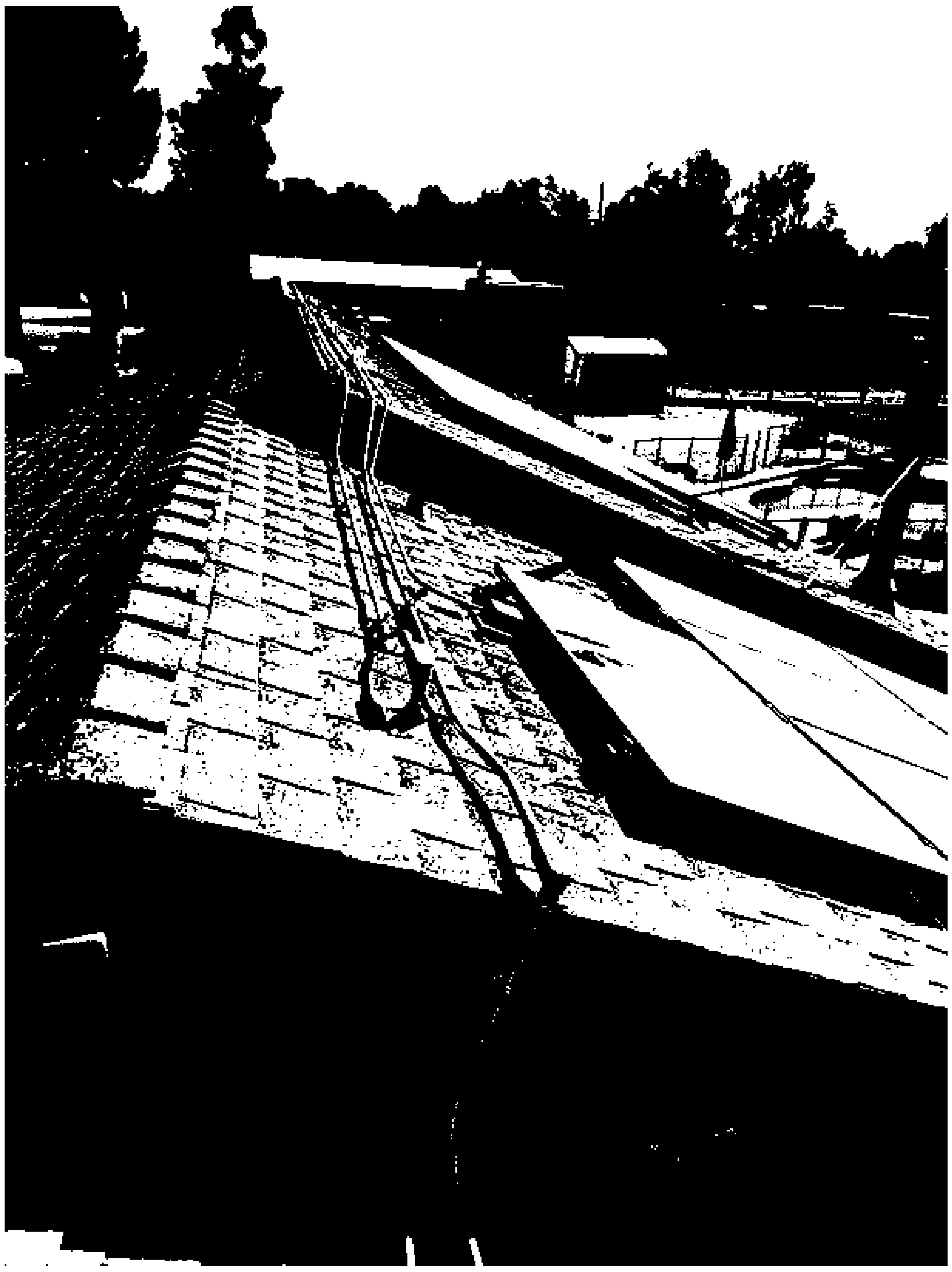


12. Roof penetration (after flashing)

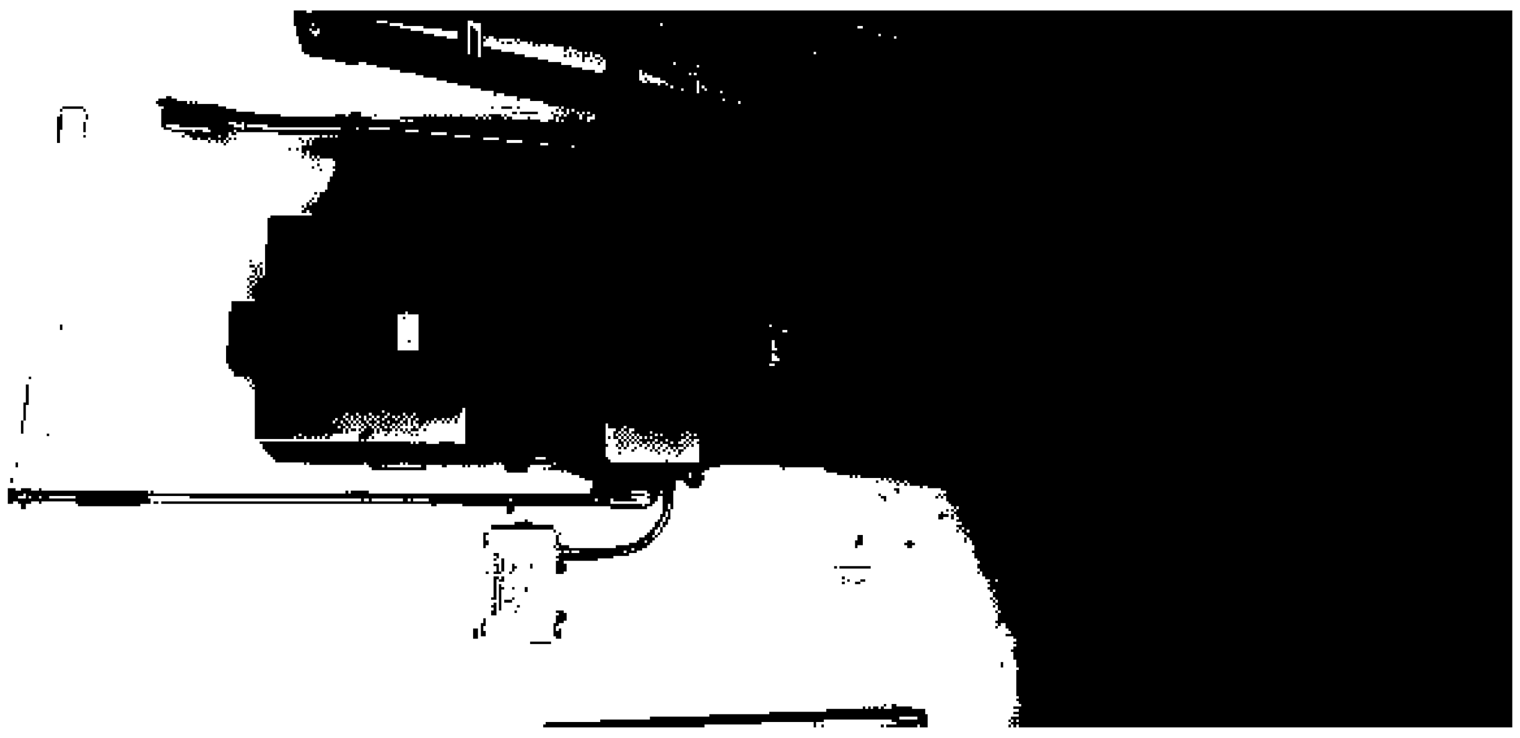


13. Flashing with waterproofing method before install

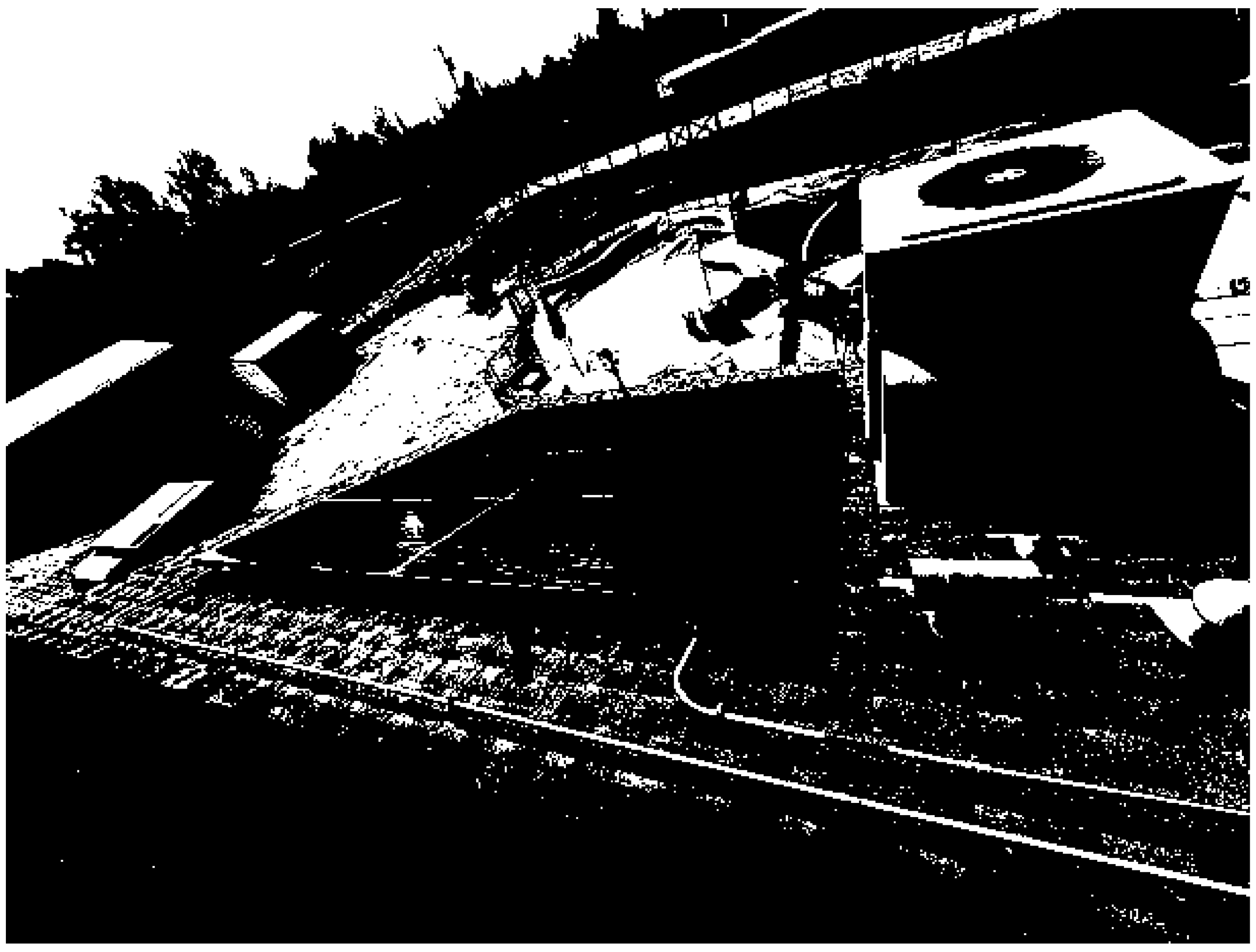
14. home run waterproofing on roof (roof penitration or over eve)

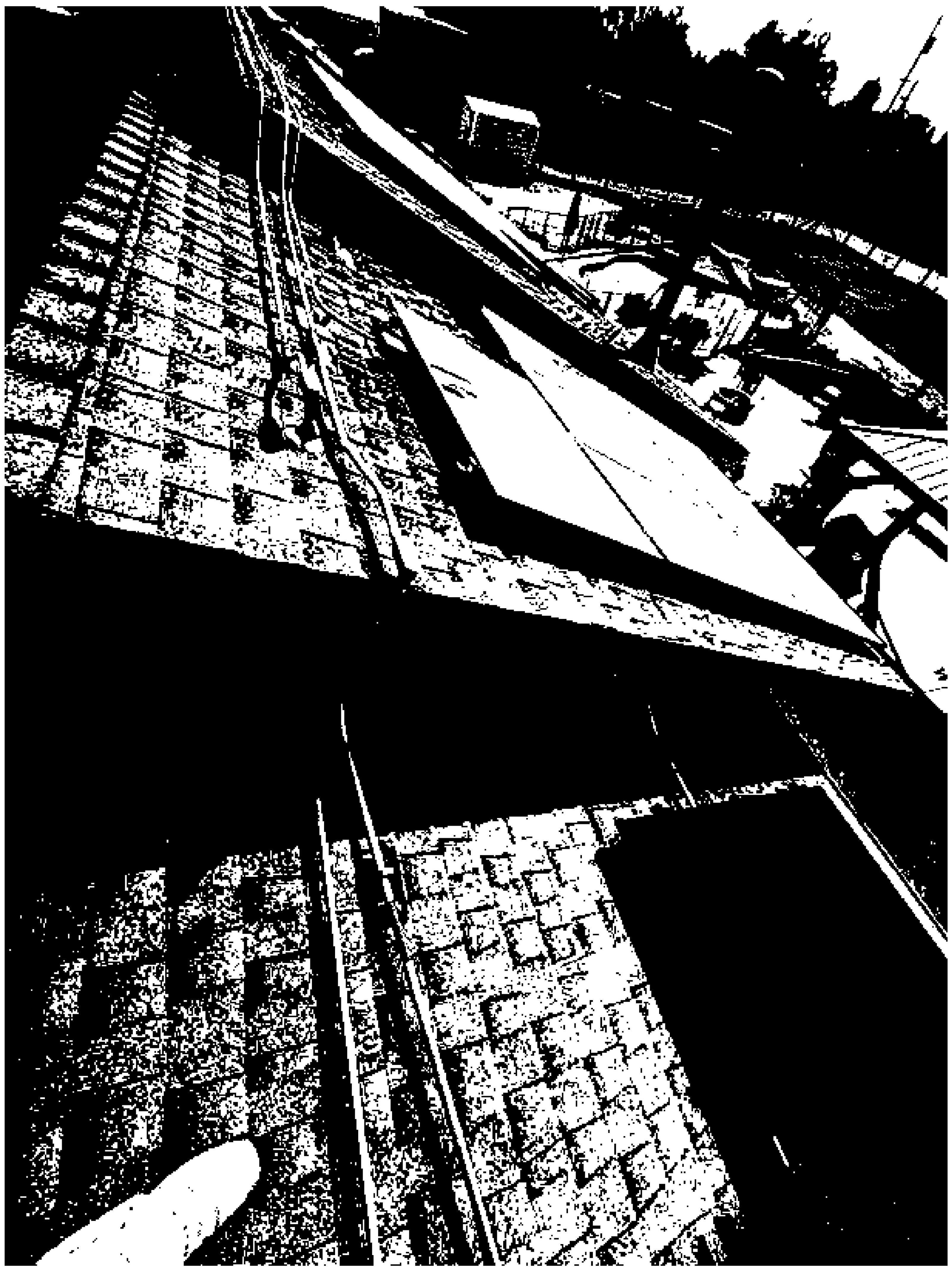



15. home run waterproofing from ground



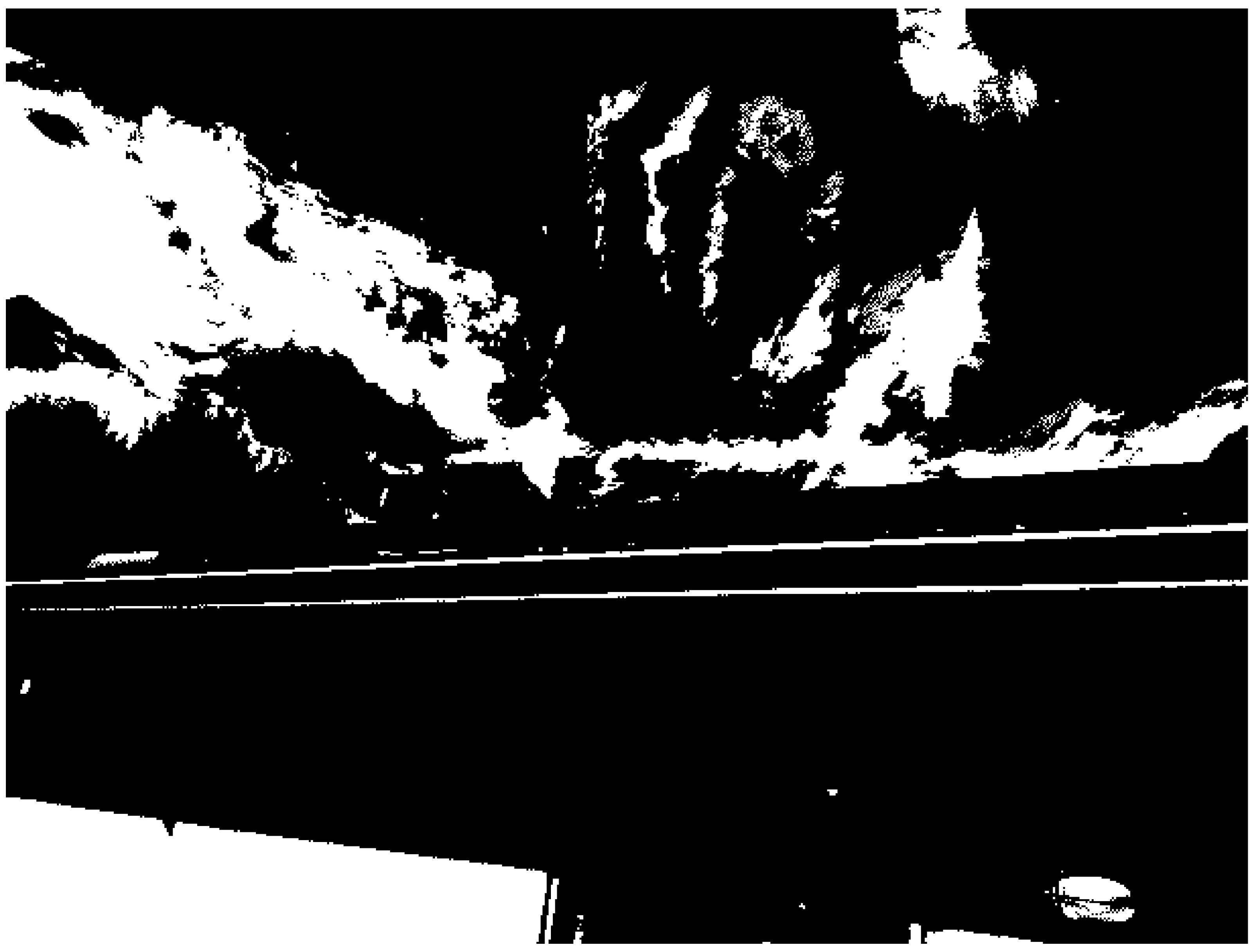
16. Conduit Run from roof to equiptment



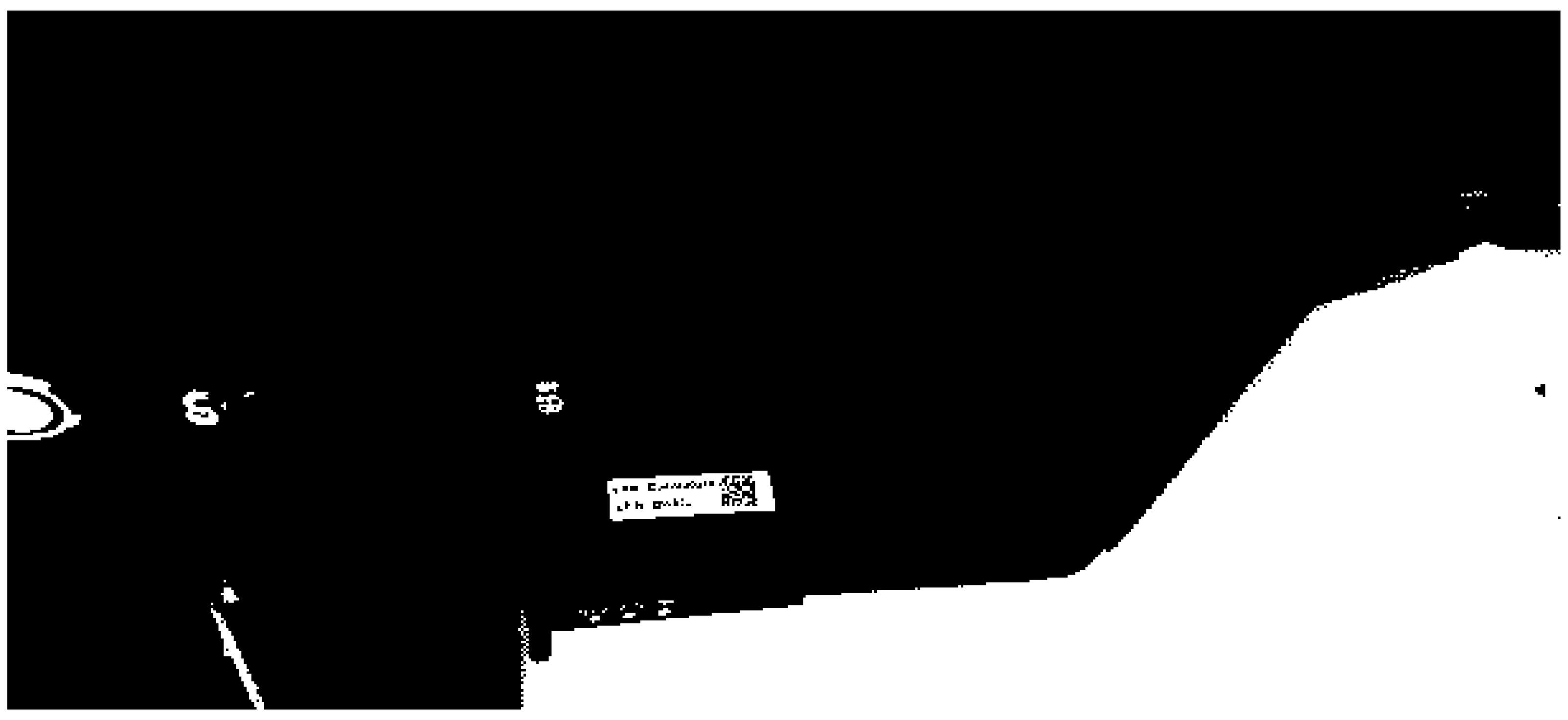
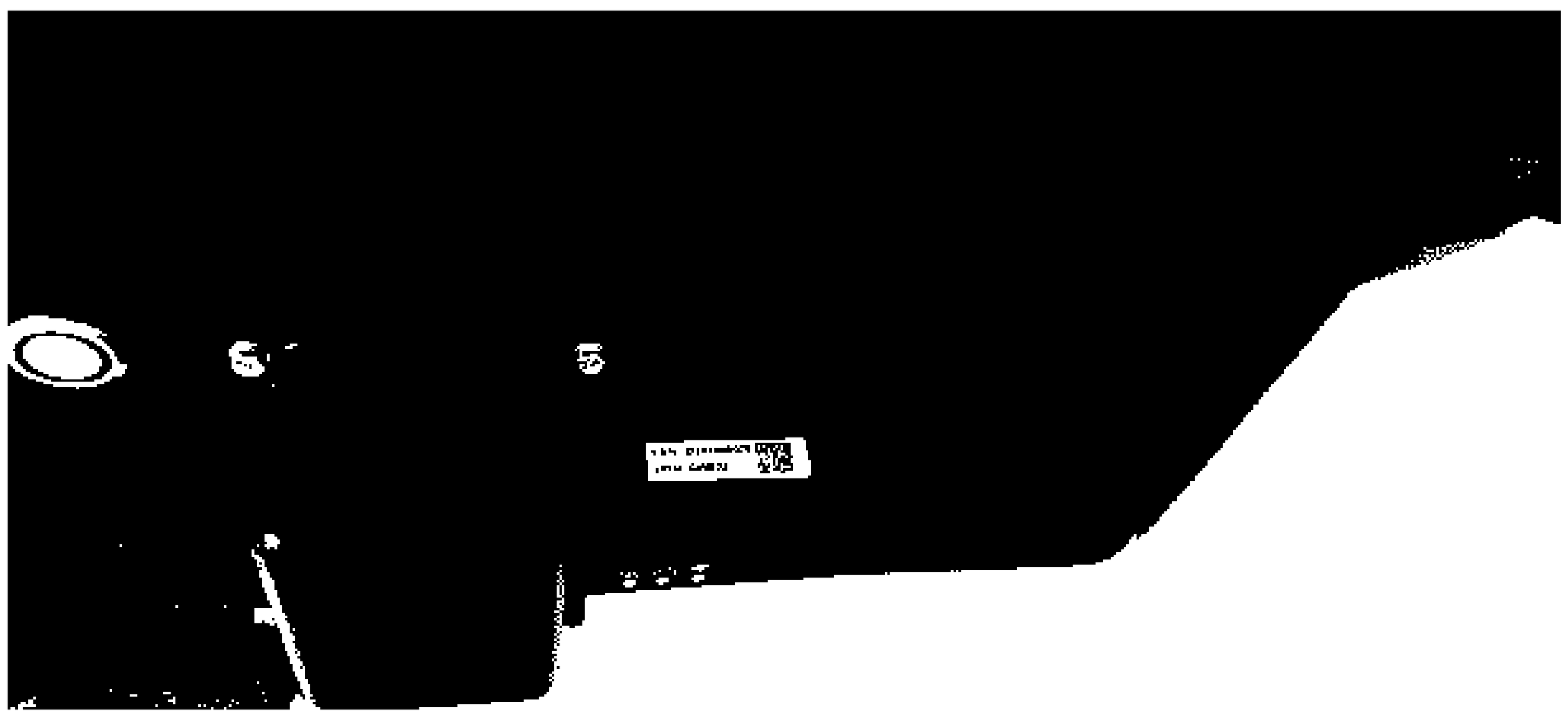


17. under array wire managment






18. Dongle Serial Number

Appendix B

Tax Equity Professionals

SYSTEM PURCHASE AND INSTALL AGREEMENT

Effective Date: {{date}}

PARTY INFORMATION	
Company Information:	**System Owner Information:**
Name: Energy LLC dba Tax Equity Professionals	**Name**: {{TEB_LLC}}
Entity Type: Utah Limited Liability Company	
Address: 8977 S 1300 W #2051 West Jordan, Utah 84088	**Address**: {{TEB_mailing_address}}
Email: sales@taxequityprofessionals.com	**Email**: {{TEB_email}}
Contact: Danny McCleve	**Contact**: {{TEB_name}}
Phone: 801-580-5278	**Phone**: {{TEB_phone}}
	Service Address: {{system_address}}

This System Purchase and Install Agreement ("***Agreement***") is entered into on the Effective Date set forth above (the "***Effective Date***") between the Company identified above (the "***Company***") and the System Owner identified above (the "***System Owner***").

RECITALS

WHEREAS, System Owner wishes to purchase from Company a solar panel system (the "***System***" or the "Solar Panel System"), including installation services; and

WHEREAS, Company is willing to sell System to System Owner to provide such installation services in exchange for the consideration set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and System Owner each hereby agree and intend to be bound by this Agreement, as follows:

1. **Pricing**. The purchase price for the Solar Panel System shall be a total of $ {{total_cost}} (the "Purchase Price"). SYSTEM OWNER shall make a down payment of $ {{cash_amount}} consisting of {{cash_per}}% of the total purchase price (the "Down Payment) within 3 business days of signing this agreement.

Description & Pricing Information		Line Total
Provide and install a {{system_size}} kW solar array		${{total_cost}}
{{system_size}}kW solar array will utilize {{panel_brand}} modules. Also includes installation of {{battery_size}}kWh {{battery_brand}} battery.		

DISCLAIMER
The estimated figures for Federal Tax Credit, MACRS Depreciation, and State Depreciation are there for illustration purposes only and may or may not apply to the System Owner. They are subject to change depending on the federal, state, and IRS regulations. Nothing contained herein is a legal opinion or tax advice but is a mere illustration for discussion purposes only. Each System Owner is advised to seek their professional tax and legal opinions for specific tax benefits which can be obtained.

Estimated Federal Tax Credit		${{fed_credit}}
Estimated MACRS Depreciation (Based on 37% Tax Bracket)		${{MACRS}}
{{Domestic_Product_Text}}		${{domestic}}
{{CA_resident_text}}		${{state_dep}}
{{energy_community_text}}		${{energy_comm}}
Initial/Down - {{cash_per}}% (Paid to Energy LLC):	${{cash_amount}}	
Financed (Monthly payment made by System Owner) - {{financed_per}}%	${{fin_amount}}	
Monthly Payment Years 1-6 (Mo. In/Amount Paid to financed amount)		${{1_6pmt}}
Monthly Payment Years 7-30 (Mo. In/Amount Paid to financed amount)		${{7_30pmt}}
Initial Monthly Customer PPA Payment		${{lease_payment}}

2. **Financing**. The remaining {{financed_per}}% of the Purchase Price shall be financed by SYSTEM OWNER through the COMPANY. SYSTEM OWNER shall execute a finance agreement (the "Loan Agreement") with the COMPANY in conjunction with this agreement in substantially the same form as attached hereto as Exhibit B. SYSTEM OWNER shall also execute a Security Agreement with COMPANY, in substantially the same form as the agreement attached hereto as Exhibit C, concurrently with the execution of this Agreement, giving COMPANY the right to lien the System until full payment has been made to COMPANY.

3. **Late Payments**. If a payment is more than fifteen (15) days late, COMPANY will charge you a non-refundable late fee of no more than five percent (5%) of the amount due or ten dollars ($10.00) whichever is less.

4. **Prepayment**. If you pay off your loan early, you will not have to pay a penalty of any kind.

5. **System Purchase and Install**. SYSTEM OWNER agrees to purchase Solar Panel System, as described above, from COMPANY for the service address identified in Exhibit B (the "Premises"). Company shall perform the installation of the Solar Panel System at the Premises. The Solar Panel System will include all permits, plans, solar panels, inverters, wiring, flashing mounts installed on the roof, racking system, carports, & all other necessary materials & component parts.

6. **Term and Termination**. The expected term of this Agreement (the "***Term***"), subject to any termination provisions set forth in the Terms, shall continue for the periods of time set forth below:

a. *Installation Services Term*. The initial term of this Agreement shall commence upon execution of this Agreement by the parties and terminate upon the completion of installation and the delivery of a fully operational System.

b. *Financing Term*. The term relating to the payment for the System shall be governed by the Loan Agreement, executed concurrently herewith.

c. *Termination by Company*. If, at any time, System Owner is in default of any provision of this Agreement or the Loan Agreement, Company may immediately terminate this Agreement upon twenty (20) days after written notice or demand for curing such default.

d. *Termination by System Owner*. If Company fails to complete the installation of the System in a commercially reasonable manner or within a commercially reasonable timeframe, which shall be defined as a period longer than one hundred and eighty (180) days, then System Owner has the right to terminate this Agreement. However, provided that such delay shall be excused in the event that such failure to perform or delay is caused by (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; or (l) shortage of power or transportation facilities; then Company shall have the right to remedy the incomplete installation within the amount of days in which any of the aforementioned events ((a) – (l)) impacted Company's ability to perform.

In the event System Owner elected to terminate the Agreement under Article 7 d. "*Termination by System Owner*" System Owner will not be responsible for any costs incurred by Company in their efforts to complete the Installation within a commercially reasonable timeframe.

7. Terms and Conditions. This Agreement shall be governed by the Terms and Conditions attached hereto as Exhibit A (the "***Terms***"), which Terms are hereby agreed to and incorporated into this Agreement. Any reference to this Agreement shall be deemed to include a reference to the Terms. The parties hereto hereby acknowledge and agree that they have reviewed this Agreement in its entirety, including the Terms, and agree to all of this Agreement's provisions.

[Signatures on next page]

IN WITNESS WHEREOF, the Company and System Owner hereby execute this Agreement, effective as of the Effective Date set for the above.

COMPANY:	**SYSTEM OWNER:**
Energy, LLC	**{{TEB_LLC}}**
(Signed)	*(Signed)*
Name: DANIEL MCCLEVE	Name: {{TEB_name}}
Title: CEO	Title: Owner

TAX EQUITY PROFESSIONALS

EXHIBIT A

TERMS AND CONDITIONS

These **TERMS AND CONDITIONS** (these "***Terms***") are applicable to and incorporated into that certain System Purchase and Install Agreement to which these Terms are attached, which System Purchase and Install Agreement is entered into between the Company and the System Owner identified therein, on the Effective Date set forth therein (the "***Agreement***"). Any reference to the Agreement shall be deemed to include these Terms and any Statement of Work entered into pursuant to the Agreement.

1. **WARRANTY.** The Solar Panel System shall be covered for any installation defects or product defects at no additional cost for five years. This covers all workmanship, parts, equipment, system monitoring, performance guarantees.

2. **DISCLAIMER, WAIVER AND LIMIT OF LIABILITY.**

2.1 Disclaimer. SYSTEM OWNER acknowledges and understands that COMPANY is a Solar Panel System and solar industry expert but is not a tax specialist and any comments relating to the solar tax credits shall not constitute professional tax advice or other professional financial guidance and may change based on additional guidance from the Treasury Department. SYSTEM OWNER should not rely on any statements made by COMPANY representatives and SYSTEM OWNER acknowledges that it will consult with other industry and tax experts when making purchasing decisions, investment decisions, tax decisions, or when executing binding agreements.

2.2 Waiver. SYSTEM OWNER hereby releases, waives, and discharges Company from all liability and promise not to sue COMPANY, its employees, officers, directors, volunteers, agents, or representatives from any and all liabilities or claims relating to information provided by or representations of Company relating to solar tax credits and SYSTEM OWNER's eligibility for tax benefits. SYSTEM OWNER is aware of and hereby assumes the risks associated with purchasing the Solar Panel System and qualifying for tax relief under United States laws. SYSTEM OWNER hereby represents that it has independently verified any statements or representations by COMPANY about its eligibility for any tax benefits related to the purchase of the Solar Panel System and acknowledges that failure to qualify for or revocation of said benefits shall not be a breach of this Agreement or grounds for termination of this Agreement.

2.3 Limit of Liability. EACH PARTY'S LIABILITY TO THE OTHER FOR LOSSES, COSTS, CLAIMS, INJURIES OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING FROM ANY ACT OR OMISSION IN ITS PERFORMANCE OF THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED FOR ITS BREACH OF THIS AGREEMENT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. THE COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES (AND EXPENSES, IF APPLICABLE) PAID TO THE COMPANY. THIS LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. MOREOVER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY STATEMENTS OR REPRESENTATIONS RELATING TO ANY TAX MATTER, INCLUDING REPRESENTATIONS THAT SYSTEM OWNER MAY QUALIFY FOR OR BENEFIT FROM ANY SOLAR TAX CREDITS.

3. **COMPLETE AGREEMENT.**

3.1 No Verbal or Oral Agreements. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter.

3.2 Consideration. System Owner and Company each hereby acknowledges and agrees that the Consideration (as defined above) is good and valuable consideration for the exchange of the Services and shall be the sole compensation for the Services.

3.3 Modification. Although this Agreement may be updated from time to time by COMPANY, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and signed by both parties.

4. SEVERABILITY. The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

5. CONFIDENTIALITY. System Owner understands and acknowledges that, during System Owner's relationship with the Company under this Agreement, System Owner has had and will have access to and has learned and will learn (i) information proprietary to the Company and its affiliates (collectively for purposes of this Section, the "Company") that concerns the operation and methodology of the Company Business as the same is now and hereafter conducted by the Company, and (ii) other information proprietary to the Company, including, without limitation, trade secrets, know-how, prices, customer and supplier lists and data, customer databases, pricing and marketing plans, policies and strategies, details of customer and supplier relationships, operations methods, sales techniques, business acquisition plans, the identity of employees and other independent contractors, new recruitment and personnel acquisition plans, processes, patent and trademark applications, Web sites, Internet addresses, email addresses and domain names, including all software, information and processes necessary to operate the Company's Web site, and all other confidential information with respect to the Company Business (collectively, "Proprietary Information"). System Owner agrees that, from and after the Effective Date, System Owner will keep confidential and will not disclose directly or indirectly any such Proprietary Information to any third party, except as required to fulfill System Owner's duties as a System Owner of the Company during the Term of this Agreement, and will not use such Proprietary Information except for the Company's benefit and for the Company Business and will not misuse, misappropriate, or exploit such Proprietary Information in any way. The restrictions contained herein shall not apply to any information that was (a) already available to the public at the time of disclosure, or subsequently becomes available to the public other than by breach of this Agreement, or (b) disclosed due to a requirement of law, provided that System Owner shall have given prompt notice of such requirement to the Company to enable the Company to seek an appropriate protective order with respect to such disclosure.

6. NONCOMPETITION AND NONSOLICITATION.

6.1 **Noncompetition**. During the period commencing on the date of this Agreement and ending on the date that is the one (1) year anniversary of the date that System Owner's relationship with the Company terminates for any reason (the "Restricted Period"), System Owner shall not, directly or indirectly (whether as a principal, agent, independent contractor, employee, partner, owner, or in any other similar capacity), own, manage, operate, participate in, perform services for, be employed by, or otherwise carry on, a business similar to or competitive with the Company Business in any geographic location in which the System Owner performed services on behalf of the Company during the last twelve months of his or her relationship with the Company. Notwithstanding the foregoing, System Owner shall not be prohibited from owning not more than one percent of the voting stock of any publicly traded entity that competes with the Company. This covenant not to compete does not apply to System Owner if he/she is employed by the Company.

6.2 **Non-solicitation of Employees or Contractors**. During the Restricted Period, System Owner shall not, directly or indirectly, (i) recruit, solicit, induce, or influence (or seek to induce or influence) any person who is employed by or acts as a consultant, independent contractor, or salesperson for the Company to terminate or alter his or her relationship with the Company.

6.3 **Non-solicitation of Customers and Potential Customers**. Except as permitted by the Company or as is otherwise necessary to carry out System Owner's duties under this Agreement, System Owner agrees that during the Restricted Period, System Owner shall not directly or indirectly solicit, attempt to solicit, sell, or offer to sell, any solar products or services that are similar to, or competitive with, the Company's solar products and services, to any person, business or other entity that is a current customer of the Company, or that is a potential customer of the Company. A potential customer of the Company is any person, business, or entity that during the six-month period prior to System Owner's termination with the Company has expressed interest in receiving solar products or services from or through the Company as evidenced by signing an agreement or requesting a proposal from the Company.

6.4 **Tolling of Covenants**. If a court of competent jurisdiction decides that System Owner has violated any of System Owner's obligations or restrictions under Section of the Agreement, then the Restricted Period shall be extended automatically by a period of time that is equal in length to the period during which System Owner's violation(s) occurred.

6.5 **Restrictions Are Reasonable**. System Owner agrees that Company has a legitimate business interest in protecting its Proprietary Information, its goodwill with its current and prospective customers, employees, representatives, vendors, and consultants and that the nature of Company's business requires the restrictions set forth in this Agreement. System Owner agrees that the restrictions contained in this Agreement are reasonable and necessary to protect the Company's legitimate business interests and that if System Owner's employment with Company terminates that he/she will be able to earn a living without breaching or violating the restrictions set forth in this Agreement.

6.6 **Specific Enforcement, Injunctive Relief, and Liquidated Damages**. System Owner agrees that the Company's business interest in maintaining the confidentiality of its Proprietary Information, its relationship and goodwill with its customers and workforce, and the stability of its work force, is vitally important to the success and viability of the Company that damages or a legal remedy for System Owner's breach of threatened breach of the covenants and restrictions contained in this Agreement may be inadequate and that Company would suffer irreparable harm as a result of System Owner's breaches or threatened breaches of the Agreement's covenants. System Owner therefore agrees that in the event of a breach or threatened breach by System Owner of this Agreement's covenants, a court of competent jurisdiction may issue a restraining order and/or injunctive relief restraining or enjoining System Owner from conduct that would violate the Agreement's covenants and restrictions. In addition, the Company shall be entitled to any and all other and further remedies and claims available to the Company, including claims for damages, that the Company may have whether in law or equity. In pursuing any given remedy, the Company does to release, waive, or forego any other claims or remedies that it may have against the System Owner.

6.7 It is the intention of the parties hereto that the noncompetition and non-solicitation covenants contained in this Section of this Agreement be enforced to the greatest extent (but to no greater extent) in time, scope, geography, and degree of participation as is permitted by applicable law. To this end, the parties hereto agree that such covenants shall be construed to extend in time and territory and with respect to degree of participation only so far as they may be enforced, and that such covenants are to that end hereby declared divisible and severable because it is a purpose of this Agreement to govern competition by System Owner anywhere in which the Company, during the Restricted Period, is engaged or intends to become engaged in the Company Business.

6.8 The parties hereto acknowledge that this Agreement does not, and will not, create any obligation on behalf of the Company to hire System Owner after the expiration of the Term. System Owner hereby acknowledges that the covenants and agreements in this Section shall remain enforceable if the Company terminates System Owner's relationship with the Company under this Agreement for Cause prior to the end of the Term.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Company Reps and Warranties. Company represents and warrants that: (a) the Installation Services shall be performed in a professional manner and in accordance with the industry standards, including as the same relate to professional, technical and general quality, and the work product shall comply with the requirements set forth herein and any applicable statement of work, (b) company will comply with all applicable federal, state, local and foreign laws governing this Agreement.

7.2 Indemnification. System Owner agrees to reimburse, indemnify and hold Company (and its affiliates, employees, and agents) harmless from any and all damages, costs, claims, losses, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the purchase of the Solar Panel System, including any injury or damage that occurs in reliance upon statements or representations of COMPANY, its employees, officers, directors, volunteers, agents, or representatives regarding possible tax credits, benefits, or any other representations outside of representations regarding the purchase of the Solar Panel System. Company agrees to reimburse, indemnify and hold System Owner (and its affiliates, employees, and agents) harmless from any and all damages, costs, claims, losses, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the installation of the Solar Panel System, including any injury or damage that occurs in reliance upon statements or representations of COMPANY, its employees, officers, directors, volunteers, agents, or representatives regarding possible tax credits, benefits, or any other representations outside of representations regarding the installation of the Solar Panel System

7.3 Survival of Rights. The representations and warranties and all of Company's rights and System Owner's obligations contained in the paragraphs of this section will survive termination of this Agreement indefinitely.

8. SEVERABILITY. The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

9. GOVERNING LAW. This Agreement shall be deemed to be made in the State of Utah and shall be governed by and construed and interpreted in accordance with the laws of the State of Utah.

10. DISPUTE RESOLUTION.

10.1 Mediation. COMPANY and SYSTEM OWNER agree that each will mutually benefit from a procedure for resolving legal disputes that may arise between them and that might otherwise become the subject of litigation, in an expeditious, cost efficient, fair, and impartial manner. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses will be shared equally by the Parties.

10.2 Binding Arbitration. Upon the failure of direct negotiation and mediation to resolve the dispute, the Parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the Parties, or any dispute arising out of the interpretation or application of this Agreement, which the Parties are not able to resolve within thirty (30) days of written notice of such claim, shall be settled exclusively by arbitration by a panel of three (3) arbitrators, chosen from the American Arbitration Association ("AAA") (or other comparable, certified dispute resolution association), regardless of the size of the claim or controversy. The three-member arbitration panel shall be composed of one arbitrator mutually agreeable to both Parties to the dispute, and two arbitrators to be appointed individually, one by each Party to the dispute. All three (3) arbitrators shall be knowledgeable about the subject matter of the claim or controversy but shall not have any direct interest in such claim or controversy. Arbitration shall be held in Salt Lake City, Utah, unless otherwise agreed to by the Parties. The decision of the panel of arbitrators must be based on the laws of the applicable jurisdiction. Any decision by the arbitration panel must be accompanied by a written opinion setting forth the findings of facts and conclusions of law, supported by evidence, that were relied upon in reaching the decision. The panel of arbitrator's decision shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. Each Party will bear its own costs in arbitration. The fees and expenses of the arbitration panel will be shared equally by the Parties. This section shall survive termination of this Agreement.

10.3 Costs of Arbitration. COMPANY and SYSTEM OWNER shall each pay one-half of the arbitration costs. In no event shall COMPANY be obligated to pay fees or costs that SYSTEM OWNER incurs on its own behalf in pursuing the arbitration, other than as may be awarded as costs to the prevailing party. The substantially prevailing party shall be entitled to an award of its reasonable attorney fees given the circumstances.

10.4 Injunctive Relief. This agreement to arbitrate includes, but is not limited to, claims against SYSTEM OWNER and claims against COMPANY and/or COMPANY's principals, partners, clients, associates, supervisors, employees, directors, shareholders, agents or assigns. SYSTEM OWNER acknowledges and agrees that the business of COMPANY is highly competitive and that violation of any of the covenants in this Agreement would cause immediate, immeasurable, and irreparable harm, loss, and damage to COMPANY not adequately compensable by a monetary award. Accordingly, SYSTEM OWNER agrees, without limiting any of the other remedies or damages available to COMPANY, that any violation of any such covenants may be redressed through an injunction, restraining order or other equitable remedy issued by a court of competent jurisdiction.

10.5 BY SIGNING THIS AGREEMENT, BOTH COMPANY AND SYSTEM OWNER ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTANDS THIS ENTIRE SECTION 8, AND THAT EACH PARTY UNDERSTANDS THAT BOTH COMPANY AND SYSTEM OWNER ARE AGREEING TO HAVE THE SPECIFIED DISPUTES ARISING OUT OF THIS AGREEMENT DECIDED BY A NEUTRAL, BINDING ARBITRATION PANEL AND THAT BOTH ARE GIVING UP THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OR A COURT TRIAL, AS WELL AS THEIR RESPECTIVE RIGHTS TO AN APPEAL.

11. Headings. The Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

13. Miscellaneous.

13.1 Successors and Assigns. System Owner may assign this Agreement and any of its obligations under this Agreement if System Owner deems it is within its best interest to do so. System Owner will notify Company in writing of any assignment thirty (30) days prior to assignment.

13.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the applicable party's addresses set forth herein or such other address as either party may specify in writing.

13.3 Waiver. The waiver by Company of a breach of any provision of this Agreement by System Owner shall not operate or be construed as a waiver of any other or subsequent breach by System Owner.

13.4 Remedies; Injunctive Relief for Breach. The Company's remedies for any breach of this Agreement by the System Owner will include damages, injunctive relief, specific performance, and restitution. System Owner's obligations under this Agreement are of a unique character that gives them particular value, and System Owner acknowledges and agrees that breach of any of such obligations will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law (including monetary damages). In the event of such breach, System Owner agrees that Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

13.5 Conflict with Statement of Work. To the extent that there is any conflict between the language of this Agreement and that of any statement of work, the language of this Agreement shall govern unless such conflicting language in the statement of work explicitly recognizes the conflict with this Agreement and states that the statement of work language shall govern.

13.6 Entire Agreement. This Agreement, together with any Exhibits and statements of work, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement, along with any applicable Statements of Work, will govern all Services undertaken by System Owner for Company. This Agreement and any Statement of Work may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

[End of Terms and Conditions to System Purchase and Install Agreement]

EXHIBIT B

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement"), is dated as of this {{day}} day of {{month}}, 2024 by and among Energy, LLC, a Utah limited liability company ("Lender") and {{TEB_LLC}}, a {{TEB_state}} limited liability company ("Borrower") for the purchase and installation of a Solar Panel System at the premises located at {{system_address}} (the "Premises"), provided that the Company may at its own discretion may install the Solar Panel System at an alternate address and will notify the System Owner of any such change.

RECITALS

WHEREAS, Borrower desires that Lender install and operate a Solar Panel System and the ancillary equipment associated therewith at the Premises (as hereafter defined) (the "System") for the purpose of providing Services (as hereafter defined), and Lender is willing to do the same; and

WHEREAS, Lender is willing to finance a portion of the purchase price pursuant to the terms and conditions of this Agreement and Borrower consents and agrees to be bound by said terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and System Owner each hereby agree and intend to be bound by this Agreement, as follows:

1. **Loan Amount**. Lender agrees to loan Borrower the principal sum of ${{fin_amount}} (the "Loan") in accordance with the terms set forth below.

2. **Repayment of Loan.** The Loan together with all other charges, costs and expenses, is due and payable on or before 360 months from the first payment due date. The Loan shall be payable in installments equal to ${{1_6pmt}}. The first payment is due 30 days after solar PPA has commenced (referenced in section 4), and due thereafter in seventy-two (72) equal consecutive monthly installments. Each successive payment is due on the 1st day of the month. After the initial 72 payments, the remaining 288 equal consecutive monthly payments in the amount of ${{7_30pmt}} are due on the 1st day of each month.

3. **Method of Loan Payment**. The Borrower shall make all payments called for under this loan agreement by sending check or by making an electronic payment to Lender. All checks shall be payable to the following entity at the address indicated:

   8977 S 1300 W
   #2051
   West Jordan, Utah 84088

If Lender gives written notice to Borrower that a different address shall be used for making payments under this loan agreement, Borrower shall use the new address so given by Lender.

4. **Security**. Borrower agrees that until the Loan is paid in full, the Loan will be secured by {{system_size}} kW Solar PV System installed at {{system_address}} and Borrower hereby grants to Lender a security interest in and to such property, which shall be memorialized by a Security Agreement, signed concurrently herewith. This Security Agreement does not restrict Borrower from exercising any options which include but not limited to, towards sale, disposal or any other activity they deem necessary from conducting business operations within their own best interest.

5. **Prepayment**. Borrower may, at its option at any time on or after the date hereof, prepay, in whole or in part, without premium or penalty of any kind whatsoever, the obligations under this Agreement.

6. **Penalty for Late Payment.** There shall also be imposed upon Borrower a 5% penalty for any late payment computed upon the amount of any principal and accrued interest whose payment to Lender is overdue under this Agreement. This 5% penalty shall only be applied to payments that are late and not applied to the total amount of the loan.

7. **Re-Amortization**. Beginning in month 73 of the 360-month loan, the terms of this agreement shall be modified as follows:

a. Partial deferred principal and interest will no longer be in effect as it was in the promotional 72-month period, and the borrower will be responsible for the full principal and interest payment.

b. The interest rate will be prime +4%

8. **Default**. The occurrence of any of the following events shall constitute a Default by the Borrower of the terms of this loan agreement and promissory note:

a. Failure to pay any amount due as principal or interest on the date required under this loan agreement.

b. If Borrower seeks an order of relief under the Federal Bankruptcy laws.

c. A federal tax lien is filed against the assets of Borrower.

9. **Cure of Default.** Upon default, Lender shall give Borrower written notice of default. Mailing of written notice by Lender to Borrower via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. Borrower shall have 15 days after receipt of written notice of default from Lender to cure said default. In the case of default due solely to Borrower's failure to make timely payment as called for in this loan agreement, Borrower may cure the default by either: (i) making full payment of any principal and accrued interest (including interest on these amounts) whose payment to Lender is overdue under the loan agreement and, also, the late-payment penalty described below; or (ii) release collateral to Lender as described in paragraph 4 "Security", above.

10. **Mediation**. Lender and Borrower agree that each will mutually benefit from a procedure for resolving legal disputes that may arise between them and that might otherwise become the subject of litigation, in an expeditious, cost efficient, fair, and impartial manner. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses will be shared equally by the Parties.

11. **Binding Arbitration.** Upon the failure of direct negotiation and mediation to resolve the dispute, the Parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the Parties, or any dispute arising out of the interpretation or application of this Agreement, which the Parties are not able to resolve within thirty (30) days of written notice of such claim, shall be settled exclusively by arbitration by a panel of three (3) arbitrators, chosen from the American Arbitration Association ("AAA") (or other comparable, certified dispute resolution association), regardless of the size of the claim or controversy. The three-member arbitration panel shall be composed of one arbitrator mutually agreeable to both Parties to the dispute, and two arbitrators to be appointed individually, one by each Party to the dispute. All three (3) arbitrators shall be knowledgeable about the subject matter of the claim or controversy but shall not have any direct interest in such claim or controversy. Arbitration shall be held in Salt Lake City, Utah, unless otherwise agreed to by the Parties. The decision of the panel of arbitrators must be based on the laws of the applicable jurisdiction. Any decision by the arbitration panel must be accompanied by a written opinion setting forth the findings of facts and conclusions of law, supported by evidence, that were relied upon in reaching the decision. The panel of arbitrator's decision shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. Each Party will bear its own costs in arbitration. The fees and expenses of the arbitration panel will be shared equally by the Parties. This section shall survive termination of this Agreement.

12. **Costs of Arbitration**. Lender and Borrower shall each pay one-half of the arbitration costs.

13. **Waiver and Release. BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTANDS THE LIMITATIONS OF THIS AGREEMENT, AND THAT EACH PARTY UNDERSTANDS THAT THEY ARE AGREEING TO HAVE THE SPECIFIED DISPUTES ARISING OUT OF THIS AGREEMENT DECIDED BY A NEUTRAL, BINDING ARBITRATION PANEL AND THAT BOTH ARE GIVING UP THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OR A COURT TRIAL, AS WELL AS THEIR RESPECTIVE RIGHTS TO AN APPEAL.**

14. **Indemnification of Attorneys Fees and Out-of-Pocket Costs.** Should any party materially breach this agreement, the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement. The term "out-of-pocket costs", as used herein, shall not include lost profits. A default by Borrower which is not cured within 15 days after receiving a written notice of default from Lender constitutes a material breach of this agreement by Borrower.

15. **Remedies; Injunctive Relief for Breach.** The Lender's remedies for any breach of this Agreement by Borrower will include damages, injunctive relief, specific performance, and restitution. Borrower's obligations under this Agreement are of a unique character that gives them particular value, and Borrower acknowledges and agrees that breach of any of such obligations will result in irreparable and continuing damage to Lender for which there will be no adequate remedy at law (including monetary damages). In the event of such breach, Borrower agrees that Lender will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

16. **Representations of Borrower**. The individuals signing on behalf of the parties, hereby represent and warrant that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Agreement.

17. **Integration**. This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this agreement. This is an integrated agreement.

18. **Severability**. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

19. **Modification**. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

20. **Governing Law**. This Agreement shall be deemed to be made in the State of Utah and shall be governed by and construed and interpreted in accordance with the laws of the State of Utah.

21. **Entire Agreement.** This Agreement, together with any Exhibits, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned parties hereby agree to and execute this Loan Agreement.

LENDER: **ENERGY, LLC** *(Signed)* Name: Daniel McCleve Title: CEO	**BORROWER:** **{{TEB_LLC}}** *(Signed)* Name: {{TEB_name}} Title: Owner

EXHIBIT C
SECURITY AGREEMENT

This Security Agreement (**Agreement)** is entered this {{day}} day of {{month}}, 2024 by and between ENERGY, LLC, a Utah limited liability company ("**Company**") or ("**Secured Party**"), and {{TEB_LLC}} and {{TEB_name}}, in his or her individual capacity (collectively the "**Debtor**"). Both Secured Party and Debtor may be referred to separately herein as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS Secured Party has certain assets in connection with the purchase and installation of a Solar Panel System (the "**System**");

WHEREAS Debtor wishes to finance a portion of the purchase price, subject to Secured Party's interest in the assets in a manner outlined in the Parties' Loan Agreement;

WHEREAS Secured Party agreed to finance the sale of the System, as defined and described the System Sale and Install Agreement in the amount of ${{total_cost}} for Debtor (the "**Loan**"); and

WHEREAS Secured Party requires security for its Loan to Debtor;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LOAN. Secured Party agrees to self finance the purchase of the Interest as defined in the Purchase Agreement in the amount of ${{total_cost}}to Debtor's benefit.

2. REPAYMENT. The Loan together with all other charges, costs and expenses, is due and payable on or before 360 months from the first payment due date. The Loan shall be payable in installments equal to ${{1_6pmt}}. The first payment is due 30 days after solar PPA has commenced (referenced in section 4), and due thereafter in seventy-two (72) equal consecutive monthly installments. Each successive payment is due on the 1st day of the month. After the initial 72 payments, the remaining 288 equal consecutive monthly payments in the amount of ${{7_30pmt}} are due on the 1st day of each month.

3. SECURITY INTEREST. Debtor hereby grants to Secured Party a security interest in Solar System as described in this agreement.

4. WARRANTIES. All deposit accounts shall be maintained with a reputable banking institution solely in Company's name, that it shall maintain title to the Collateral and that they will not encumber the Collateral any further and will ensure that no other claims are made against the Collateral. Debtor covenant to notify Secured Party of any claim, lien, security interest or other encumbrance made against the Collateral and shall defend the Collateral against any claim, lien, security interest or other encumbrance adverse to Secured Party.

6. DEFAULT. Any one or more of the following events shall be the cause for Debtor' default:

   a. Any representation made by Debtor which is untrue or any warranty is not fulfilled;

   b. Debtor fail to perform any obligation under this Agreement;

   c. Debtor fail to perform its obligations as it pertains to any piece of Collateral.

7. RIGHTS OF SECURED PARTY. In addition to any other rights and remedies it may have, Secured Party may exercise any of the rights and remedies accorded a secured party by the statutes in the state where the Collateral is located.

8. NOTICES. Any notice under this Agreement shall be in writing and shall be deemed delivered if mailed, postage prepaid, to a party at the addresses noted below or as may be specified by written notice given after the date hereof. Notice shall be

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

10. AMENDMENTS. This Agreement may be amended or modified only in writing signed by all Parties hereto.

11. ATTORNEY FEES AND COSTS. In the event that it becomes necessary for any party to enforce the terms of this Agreement, the prevailing party shall be reimbursed its costs and expenses, including a reasonable attorney's fee.

12. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Utah.

[*Signatures on next page*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

COMPANY: **ENERGY, LLC** *(Signed)* Name: Daniel McCleve Title: CEO	**DEBTOR:** **{{TEB_LLC}}** *(Signed)* Name: {{TEB_name}} Title: Owner

Tax Equity Professionals

SCHEDULE 1

FEDERAL TRUTH IN LENDING ACT ("TILA") DISCLOSURE

Loan Number: {{Loan_Number}} Date: {{date}}
Borrower Name: {{TEB_LLC}}

Description & Pricing Information		Line Total
Provide and install a {{system_size}} kW solar array		$ {{total_cost}}
{{system_size}}kW solar array will utilize {{panel_brand}} modules. Also includes installation of {{battery_size}}kWh {{battery_brand}} battery.		
DISCLAIMER *The estimated figures for Federal Tax Credit, MACRS Depreciation, and State Depreciation are there for illustration purposes only and may or may not apply to the System Owner. They are subject to change depending on the federal, state, and IRS regulations. Nothing contained herein is a legal opinion or tax advice but is a mere illustration for discussion purposes only. Each System Owner is advised to seek their professional tax and legal opinions for specific tax benefits which can be obtained.*		
Estimated Federal Tax Credit		- ${{fed_credit}}
Estimated MACRS Depreciation (Based on 37% Tax Bracket)		- ${{MACRS}}
{{Domestic_Product_Text}}		- ${{domestic}}
{{CA_resident_text}}		- ${{state_dep}}
{{energy_community_text}}		- ${{energy_comm}}
Initial/Down - {{cash_per}}% (Paid to Energy LLC):	${{cash_amount}}	
Financed (Monthly payment made by System Owner) - {{financed_per}}%	${{fin_amount}}	
Monthly Payment Years 1-6 (Mo. In/Amount Paid to financed amount)		${{1_6pmt}}
Monthly Payment Years 7-30 (Mo. In/Amount Paid to financed amount)		${{7_30pmt}}
Monthly Customer PPA Payment		${{lease_payment}}
Security: You are giving a security interest in the personal property you are purchasing in this transaction and your rights under any related agreement.		
Late Charge: If a payment is more than fifteen (15) days late, COMPANY will charge you a non-refundable late fee of no more than five percent (5%) of the amount due or ten dollars ($10.00) whichever is less.		
Prepayment. If you pay off your loan early, will not have to pay a penalty of any kind.		

TAX EQUITY PROFESSIONALS

ITEMIZATION OF THE AMOUNT FINANCED

Amount Financed: $ {{fin_amount}}
Amount Due to: Energy, LLC

The Installation Contractor may provide us a fee or discount against the Amount Financed noted herein. The Amount Financed shown is not reduced by any such fee or discount. Irrespective, of the Amount Due to the Installation Contractor, you remain contractually bound to repay the full Amount Financed. However, This Security Agreement does not restrict Borrower from exercising any options which include but not limited to, towards sale, disposal or any other activity they deem necessary from conducting business operations within their own best interest.

The "Loan Start Date" is the date we first send funds to your Installation Contractor (or send directly to the equipment manufacturer/distributor if directed to do so by the Installation Contractor) as described in the "Loan Disbursement Schedule" in the Agreement. The first payment is due on the earlier of: (i) fifteen (15) days after we receive confirmation from your Installation Contractor that your system is operational; or (ii) three (3) months after the Loan Start Date. After the Loan Start Date, we will deliver a final Loan Closing Certificate. The Loan Closing Certificate will update your Payment Schedule.

The Payment Schedule shown above assumes that you make no voluntary prepayments on your Loan. However, approximately seventy-two (72) months after the Loan Start Date, we will change your subsequent loan payments to the level required to repay the Loan in full over its scheduled term in light of any early, late or additional payments you have made and/or any missed payments. We have designed the Loan so that, if you make all scheduled payments on time and also make sufficient voluntary prepayment(s) to reduce your total loan amount to at least the "Principal Balance Target" described in your Agreement, your subsequent monthly payments will not increase.

By signing below, you acknowledge that you have read and received a complete copy of this Federal Truth in Lending Act Disclosure ("TILA") in Schedule 1 to keep for future reference before you signed your Loan Agreement.

Borrower: {{TEB_LLC}}

(Signature)