

**GEORGIA BRIGHT
RESIDENTIAL LEASE AND SOLAR POWER AGREEMENT**

Date: **MONTH / DAY / YEAR**

Here at the Key Terms of your Georgia BRIGHT Residential Solar Lease Agreement:

HOMEOWNER / INSTALLATION ADDRESS:		
HOMEOWNER EMAIL & PHONE:		
ESTIMATED ELECTRICITY PRODUCED BY SOLAR SYSTEM:		
<i>First Year:</i>	X,XXX kilowatt hours (kWh)	
<i>25 Year Term of this Agreement:</i>	XXX,XXX kWh	
SOLAR SYSTEM SIZE:	X.XXX kW direct current	
BATTERY SYSTEM SIZE:	X.XXX kilowatt hours	
AMOUNT DUE AT SIGNING:	\$0	
TOTAL INITIAL RESIDENTIAL SOLAR LEASE PAYMENT	\$000 / month	
	INITIAL SYSTEM LEASE PAYMENT	\$000 / month
	INITIAL BATTERY RESERVE FEE	\$000 / month
RESIDENTIAL SOLAR LEASE ANNUAL ESCALATOR		2.69% / year
LATE FEE (May be assessed if Monthly Payment is more than 15 days late)		10% of past due payment, not to exceed \$15
AGREEMENT TERM:	25 years from the date your project is activated, which is the date when your solar payments will start to be billed.	
<p>YOU WILL BE BOUND BY THE PROMISES MADE IN THIS AGREEMENT.</p> <p>PLEASE READ CAREFULLY AND BE SURE THAT YOU UNDERSTAND ALL THE OBLIGATIONS AND RIGHTS IN THIS AGREEMENT BEFORE YOU SIGN.</p>		

Your Options for System Purchase and Transfer:

- If you move, you must either transfer this agreement to the purchaser of your Home or buy out the remaining term of this Agreement.
- After seven [7] years, as specified in the Agreement, you may purchase the System at a price determined by the Fair Market Value formula in this Agreement, after which you would no longer owe any Lease payments, though you may elect to finance the System purchase.

Your Options at the End of the 25-Year Term:

- Georgia BRIGHT Solar, LLC will remove the System at no cost to you, if you request, or;
- You may purchase the system at 5% of the original installation price or the fair market value of the system, whichever is less.

THIS RESIDENTIAL LEASE AND SOLAR POWER AGREEMENT

is referred to as the “**Agreement**” elsewhere in this document and is entered into on the _____ day of _____, 2023, between [NAME] and [NAME], called the “**Homeowner**” in this Agreement, and Georgia BRIGHT Solar LLC, a Georgia limited liability company, called “**Georgia BRIGHT**” in this Agreement. At some places in this Agreement, the Homeowner and Georgia BRIGHT are also referred to together as the “**Parties**”, or individually as a “**Party**”.

BACKGROUND:

1. Homeowner is the owner of real property located at [ADDRESS] in [CITY], Georgia, called the “**Property**” and described in **Exhibit A** which is attached and incorporated into this Agreement;

2. Homeowner wants to have a solar electric generating system, called the “**System**” in this Agreement, on their property and is willing to lease the Property’s roof or the land area of the Property, as described in **Exhibit B**, attached and incorporated into this Agreement, to Georgia BRIGHT, subject to the terms and conditions of this Agreement, so Georgia BRIGHT can install and operate a System sized at [X.X] kilowatts D.C. of nameplate solar capacity and [XX kilowatt-hours of nameplate capacity of an energy storage system], described in **Exhibit C** attached and incorporated into this Agreement;

3. Georgia BRIGHT will pay for, own, install, and operate the System which will produce electricity and will sell to the Homeowner all of the electricity produced by the System;

4. Homeowner has entered or will enter into an agreement with the electric utility, called the “**Utility**” in this Agreement, under which

the Utility promises to purchase from the Homeowner the electricity generated by the System under an Interconnection and Net Metering Agreement or similar agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Leased Space. Homeowner leases to Georgia BRIGHT and Georgia BRIGHT leases from Homeowner all roof space or land area described in **Exhibit A** and space for wiring as required to install the System on the Property and to the point of electrical interconnection at the Homeowner’s electric meter, called the “**Leased Space**”.

Section 2. Access to Leased Space. Homeowner grants to Georgia BRIGHT the right to access the Leased Space via reasonable route or routes over and across the Property. Georgia BRIGHT will provide reasonable prior notice to Homeowner before accessing the Property, and Homeowner will cooperate with Georgia BRIGHT to access the electric meter or any other required components of the System which are not located on the roof or within other parts of the Leased Space.

Section 3. Permitted Use of Leased Space. During the 25-year Term of this Agreement, Georgia BRIGHT has the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, and use of the System and other necessary and incidental uses for the operation of the System, all of such uses called the “**Permitted Uses**” in this Agreement. The purpose of the System is to provide solar electricity and, if applicable, energy storage and backup power to the Homeowner. To the extent that Georgia

BRIGHT needs to obtain licenses or permits for System installation, Homeowner agrees to cooperate with Georgia BRIGHT in making such applications at Georgia BRIGHT's expense.

Section 4. Term. This Agreement will be in effect beginning on the [redacted] day of [redacted], 202_, called the "**Starting Date**". The Term of this Agreement shall end on the 1st day of the month following the 25th anniversary (300 months) of the commencement of operations of the Energy System, called the "**Placed In Service Date**". Georgia BRIGHT will give the Homeowner five (5) calendar days advance written notice of the expected Placed In Service Date.

Section 5. Rent of Leased Space. Georgia BRIGHT will provide to Homeowner all of the electricity generated by the solar installation as rental payment for use of the Leased Space.

Section 6. Payment Requirements.

- (a) Electricity. Georgia BRIGHT agrees to provide to the Homeowner all of the electricity provided by the System, so long as Homeowner meets all of the Homeowner obligations under this Agreement.
- (b) System Lease Payments. Beginning the month following the Placed in Service Date, Homeowner agrees to pay to Georgia BRIGHT the monthly System lease payments as described in the Solar Electricity Price schedule attached as **Exhibit A**, and incorporated into this Agreement. On each year anniversary of the Placed In Service Date, the lease payment price will increase by a rate of 2.69% from the previous year's price (the "Annual Escalator"). A Late Fee may be assessed if the Monthly Payment is made more than fifteen days past the Monthly

Payment Date. The Late Fee will be 10% of the past due payment but will not be more than \$15.

- (c) Production True-up Credit. On or before the 450-day anniversary of the Placed In Service Date (the "**Initial True-Up Report Date**"), Georgia BRIGHT will provide to Homeowner a report of total System electricity generated during the previous 12 month period. After the initial True-Up Report Date, Georgia BRIGHT will continue to audit the System performance on a biennial basis until this Agreement is terminated. Georgia BRIGHT will provide to Homeowner a production true-up credit (the "**Production True-Up Credit**") to ensure that Homeowner sees an economic benefit equal to at least 80% of the cumulative projected System electricity production over its lifetime as stated in the Key Terms summary of this Agreement. The Production True-Up Credit shall be calculated by applying the per-kilowatt-hour Equivalent Price stated in the Key Terms summary. The Production True-up Credit will be made via lease payment credit or a payment from Georgia BRIGHT to Homeowner.
- (d) Battery Reserve Fee. If applicable, your Solar Lease Payment includes a battery reserve fee, which shall be waived after fifteen years. Georgia BRIGHT shall use your battery reserve fee payments to upgrade or replace your battery if necessary after ordinary use and battery degradation. Upon termination of this Agreement, Georgia BRIGHT shall return to Homeowner any unused balance of battery reserve fee payments.
- (e) Measuring Electricity Production. Georgia BRIGHT agrees to ensure that a solar production monitoring system and, if applicable a battery monitoring system, is installed either by Georgia BRIGHT or

by the Utility, to measure the amount of electricity generated by the System, measured in kilowatt-hours, and that Homeowner has access to the monitoring system data, online portal, applications, and any other System monitoring data.

Section 7. Operating Permits. Georgia BRIGHT is responsible for obtaining and maintaining in full force and effect all certificates, permits, and other approvals, called “**Operating Permits**”, required by any federal, state or local authorities. Georgia BRIGHT agrees to provide Homeowner a copy of any required Operating Permits, at Homeowner’s reasonable request.

Section 8. Ownership and Maintenance of Energy System.

(a) System Remains Georgia BRIGHT Property. Throughout the Term of this Agreement, Georgia BRIGHT will retain ownership to any and all components of the System, including any and all fixtures, equipment, improvements, or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space. Georgia BRIGHT, at its option, may remove such property at the end of the Term of this Agreement, without damage to the Leased Space and the Property.

(b) Installation Costs. Georgia BRIGHT will be responsible for any and all expenses required to install the System, including but not limited to component acquisition, delivery, permitting, maintenance, and labor; all such costs are collectively called the “**Installation Costs**”. At Homeowner’s request, within ten (10) days after the Placed In Service Date, Georgia BRIGHT will provide to Homeowner a final Installation Cost Certification describing the total Installation Costs incurred by Georgia

BRIGHT.

(c) Georgia BRIGHT Work. Georgia BRIGHT may perform the work required to prepare, maintain, and alter the Leased Space for Georgia BRIGHT’s operations, and will perform all work in a good and workmanlike manner, and as required by applicable state and local building codes. Georgia BRIGHT will remove all debris and materials after System installation. Georgia BRIGHT must provide advance written notice to Homeowner for any work required to prepare or alter the Leased Space. Homeowner’s agreement to conduct necessary work shall not be unreasonably withheld.

(d) Repairs. Georgia BRIGHT has the right at any time during the Term to repair, reconfigure, alter, modify, or replace the System, as long as any reconfigured, modified, or replaced system meets the System sizes set forth in the Key Terms. At its expense, Georgia BRIGHT agrees to keep and maintain the System in good working condition, except in the case of casualty, in which case Georgia BRIGHT agrees to repair the Energy System to the extent of available insurance proceeds resulting from such casualty. If insurance proceeds limit repairs in a way that reduces the size or output of the System, Georgia BRIGHT shall reduce Homeowner’s required lease payments on a pro rata basis. Georgia BRIGHT agrees to repair any damage to the Property that directly results from Georgia BRIGHT’s repair, relocation, reconfiguration, alteration, modification, or replacement of the System. Homeowner agrees to not unreasonably withhold or delay the approval of such repair work as required.

(e) Release of Any Mechanic’s Liens. Georgia BRIGHT agrees to pay, when

due, all claims for labor or materials furnished to or for Georgia BRIGHT for which claims are or may be secured by any mechanic's or materialmen's liens against the Leased Space or the Property. Georgia BRIGHT agrees to notify Homeowner at least 10 days before starting construction of any Georgia BRIGHT work. In the event any lien is filed against the Leased Space or any portion thereof or against Georgia BRIGHT's leasehold interest therein, Georgia BRIGHT agrees to obtain the release and/or discharge of said lien, which may be by procurement and recordation of a mechanic's lien release bond meeting the requirements of Georgia Code Title 44-14-360, within 10 days after the filing thereof. In the event Georgia BRIGHT fails to do so, Homeowner may obtain the release and/or discharge of said lien and Georgia BRIGHT agrees to indemnify Homeowner for the costs thereof, including reasonable attorney's fees, which, at Homeowner's option, may be applied as a credit against Homeowner's lease payment obligations, or paid directly to Homeowner within ten (10) days of Homeowner advising Georgia BRIGHT of the amount and means of repayment.

- (f) Georgia BRIGHT Employees, Agents, and Contractors. Georgia BRIGHT is responsible for and agrees to take all necessary actions to ensure that Georgia BRIGHT's employees, agents, and contractors have a safe work environment and comply with all government regulations. Georgia BRIGHT agrees to indemnify and hold harmless Homeowner from any claims, damages, losses and expenses arising from any activities of Georgia BRIGHT's employees, agents, or contractors; provided however, that such indemnification obligation shall not

apply to any such claims, damages, losses, and expenses arising from the gross negligence or intentional misconduct of Homeowner and Homeowner's employees, invitees, agents, and contractors.

- (g) Homeowner Rights and Obligations.

Homeowner shall have the right at any time to access the Leased Space to improve, modify, maintain, or repair the roof and components thereof. Georgia BRIGHT agrees to temporarily remove such System components to the extent such components will interfere with the Homeowner's access to the Leased Space and Georgia BRIGHT agrees to replace such components upon Homeowner's notice that Homeowner work is complete. For all Homeowner improvements, modifications, repairs and maintenance to the roof, Georgia BRIGHT will be responsible for the one-time cost to detach and reset the System, and Homeowner agrees to provide 60 days' notice to Georgia BRIGHT of any Homeowner work, unless in an emergency, in which case Homeowner agrees to give Georgia BRIGHT as much notice as is possible. Georgia BRIGHT will be responsible for the first such detachment and resetting of the System and Homeowner shall be responsible for any subsequent such detachment and resetting of the System. If Georgia BRIGHT fails to remove any interfering System components after Homeowner has provided the required 60 days' notice under this paragraph, Homeowner will have the right to do so at Georgia BRIGHT's cost, in the case of the first such detachment and resetting of the System, provided that any System damage caused by Homeowner and not inherent in the removal process will be Homeowner's responsibility and expense. All vegetation in its condition on the date this Agreement is executed

may remain. With the exception of such vegetation, Homeowner agrees to trim and/or remove any growth of trees, bushes, and hedges that impedes any solar light that materially diminishes the amount of solar light reaching the System, and to not modify the Property or do anything to cause or allow to exist any other condition or circumstance in any way that impedes any solar light that materially diminishes the amount of solar light reaching the System or otherwise cause the System not to operate as intended. Homeowner agrees to notify Georgia BRIGHT of any System damage of which Homeowner becomes aware in a timely manner. Homeowner agrees to maintain an internet connection, which is required for Georgia BRIGHT to collect data from the System. If Homeowner does not keep the System clear of any obstructions that will impact the System's production of energy; does not notify Georgia BRIGHT in a timely manner of any System damage of which Homeowner becomes aware, or otherwise tampers with the System; or has an inactive Internet connection for more than 90 consecutive days, then the Performance True-Up Credit will be voided and Homeowner will not be compensated for any resultant lost energy production.

- (h) Taxes and Utilities. Under current Georgia law, Homeowner will not be assessed any additional real estate tax due to System installation. If federal, state, or local laws change, Georgia BRIGHT agrees to pay all applicable personal and real property taxes incurred in connection with System, if any.
- (i) Tax Credits. Georgia BRIGHT intends to claim federal income tax credits and other federal and state income tax benefits resulting from System installation. Homeowner is not entitled to and agrees

not to claim any federal or state income tax benefits associated with the System. Homeowner agrees to provide Georgia BRIGHT such reasonable information requested and necessary to claim federal and state tax benefits and credits.

- (j) Utility Incentives, State and City Grants, and Solar Renewable Energy Credits ("SRECs"). Homeowner agrees that Georgia BRIGHT, in consideration for installing, owning, and operating the system, shall have all rights to the Solar Renewable Energy Credits and all environmental attributes and credits generated by the System for the Agreement term, and that Georgia BRIGHT shall have the right to utilize all state and local grants and utility incentives, as available, to underwrite the cost of system installation.
- (k) Utility Obligations. Georgia BRIGHT agrees to perform all of Homeowner's obligations under the Utility Interconnection and Net Energy Metering Agreement or similar Utility agreement, including but not limited to completion, inspection, and reporting obligations. Homeowner understands that Utility will still hold Homeowner responsible for performance under the Net Energy Metering Agreement and other related Utility agreements. The Parties agree that nothing in this Agreement is intended to conflict with Utility's Net Energy Metering Agreement, and that nothing in this Agreement can prevent Utility from fully enforcing Homeowner's obligations under such utility contract.
- (l) Applicable Zoning. The Parties understand that as of the Placed In Service Date, the installation of the Energy System conforms to the zoning requirements of the Property. In the event that the System does not conform to the zoning code, Georgia BRIGHT may

immediately terminate this Agreement and remove the System from the Leased Space at Georgia BRIGHT's own expense and repair any damage caused by the installation, operation or removal of the System.

Section 9. Interference. Before System installation, Homeowner agrees not to permit any other party to install equipment, structures, or facilities near the Leased Space if such new construction or installation will interfere with the Georgia BRIGHT System. Homeowner agrees not to move, modify, remove, adjust, alter, change, replace, reconfigure, or operate the System, or any part of it, during the Term, without prior written direction or approval of Georgia BRIGHT, except in case of a bona fide emergency, in which case Homeowner agrees to immediately notify Georgia BRIGHT of such emergency and Homeowner's proposed actions. Homeowner will be responsible for any System damage caused by Homeowner's gross negligence or intentional misconduct of Homeowner's employees, invitees, or agents. Homeowner agrees to promptly pay all costs to repair such System and immediately notify Georgia BRIGHT of any such occurrence.

Section 10. Environmental Provisions. Homeowner and Georgia BRIGHT agree not to cause or allow any release, storage, disposal, or transport of any Hazardous Materials to or from the Leased Space except for substances marketed for and used by Homeowner in the use, cleaning, maintenance, or enjoyment of the home and Homeowner's property. "Hazardous Material" shall mean any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste which is hazardous to human health or safety or the environment due to its ignitability, corrosiveness, reactivity, toxicity, or other harmful or potentially harmful properties or affects. Hazardous Material includes but is

not limited to any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, and substances defined as "hazardous substances," "hazardous material," "hazardous wastes," or "toxic substances" in, under, or pursuant to any environmental law, oil or petroleum and petroleum products, asbestos, and any asbestos containing materials, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which as of the date of this Agreement are listed, defined, or regulated in any manner by any applicable federal, state, or local environmental law.

Section 11. Insurance.

- (a) General Liability and Property Insurance. Georgia BRIGHT agrees to maintain property damage and liability insurance on the System. Georgia BRIGHT shall, at Homeowner's reasonable request, provide Homeowner with a certificate from its insurance carrier certifying the existence of its property damage, liability, Workers' Compensation, and Employers' Liability insurance that complies with the requirements of this Section 11. Georgia BRIGHT agrees to provide timely notice to Homeowner of any changes in its insurance coverage, of any non-renewal or cancellation of its insurance coverage, and a new certificate showing any changes and replacement coverage for any non-renewed or canceled coverage.
- (b) Workers' Compensation Insurance and Employers' Liability Insurance. Georgia BRIGHT agrees to maintain in force workers' compensation insurance for all of its employees as required by Georgia, and to maintain employer's liability coverage in an amount of not less than

One Million Dollars (\$1,000,000) per occurrence.

- (c) **Homeowner Insurance Obligation.** The Homeowner agrees to maintain during the term of this Agreement liability insurance which insures Homeowner against all claims for property damage and for personal injury or death arising out of, resulting from, or in any manner conducted with the installation, operation, and maintenance of the System. The amount of such insurance coverage shall be at least \$100,000 per occurrence. Homeowner agrees to provide to Georgia BRIGHT a certificate from its insurance carrier showing that it has complied with the provisions of this section, and adding Georgia BRIGHT as an additional insured. Homeowner agrees to provide timely notice to Georgia BRIGHT if the insurance policy is to be changed, and to provide the required certificate and insurance coverage under this section.

Section 12. Indemnification by Georgia BRIGHT.

Georgia BRIGHT shall indemnify, defend, and hold harmless Homeowner against direct damages, actions, claims, costs, expenses, and liabilities, including but not limited to reasonable attorney's fees, costs, and expenses incurred by Homeowner caused by or arising from Georgia BRIGHT's negligence, malfeasance, or willful misconduct in engaging in the use of the Leased Space or Georgia BRIGHT's material breach or default in the performance of Georgia BRIGHT's obligations under this Agreement, except to the extent that such losses are caused by or arise from Homeowner or Homeowner's agents', invitees', or employees' gross negligence, malfeasance, or willful misconduct.

Section 13. Homeowner Option to Buy System.

- (a) **Before End of Term.** Beginning 73 months after the Placed In Service Date, Homeowner may exercise an option, called the "**Mid-Term Buy Option**", to purchase the Energy System for the "**Fair Market Value Price**" of the System, which shall be determined by the following formula:

- (i) Georgia BRIGHT's initial cost to design, engineer, purchase, and install the System, and Georgia BRIGHT's costs to operate and maintain the System,

subtracted by

- (ii) The total of all payments made by Homeowner to date, less any Battery Reserve Fee payments, if applicable

If Homeowner provides written notice to Georgia BRIGHT of Homeowner's interest in purchasing the System before the End of Term, Georgia BRIGHT shall provide Homeowner with the current Fair Market Value Price for the System, at which point Homeowner may elect to purchase the System, or may decline such option. Georgia BRIGHT, or its affiliates, at its sole discretion may elect to offer separate loan financing to Homeowner for the System purchase under the Mid-Term Buy Option, which shall be subject to a separate agreement.

Upon execution of Homeowner's Mid-Term Buy Option and the

purchase of the System, this Agreement shall terminate.

- (b) **End of Term.** Upon termination of this Agreement, Georgia BRIGHT shall, within ninety (90) days thereof, called the “**End of Term Period**”, remove all components of the Energy System and return the Premises to their original condition, reasonable wear and tear excepted, unless Homeowner exercises an option, called the “**End of Term Buy Option**”, within the End of Term Period to purchase the Energy System for the lesser of the Fair Market Value Price or five percent (5%) of the original installation costs of the Energy System. Any of Georgia BRIGHT’s property remaining on the Property ninety (90) days after the End of Term Period, which Homeowner does not require Georgia BRIGHT to remove, shall become property of Homeowner free of any claims by Georgia BRIGHT or any person claiming through Georgia BRIGHT.

Section 14. Assignment of Agreement. Georgia BRIGHT may assign the rights and obligations under this Agreement without the consent of Homeowner. Homeowner may not assign, sell, or transfer Homeowner’s interest at any time, unless such interest of Homeowner is purchased pursuant to Section 15 of this Agreement.

Section 15. Homeowner Sale of Property. Homeowner may sell the Property to any Buyer of the Property, provided however, such Buyer assumes the obligations and rights of Homeowner under this Agreement or Homeowner exercises the Mid-Term Buy Option upon such sale of the Property. Property Purchaser may use the form assignment and assumption attached hereto

as **Exhibit B** with notice given to Georgia BRIGHT.

Section 16. Cancellation and Rescission by Homeowner. Homeowner may rescind and cancel this Agreement within ten (10) business days of the date Homeowner executed this Agreement. Homeowner may rescind by sending notice to Georgia BRIGHT as described in the notice provisions of Section 21(e).

Section 17. Default. A default occurs if:

- (a) **Georgia BRIGHT Failure to Meet Any Material Obligation.** Georgia BRIGHT breaches any material obligations under this Agreement, and Georgia BRIGHT fails to cure the breach within 30 days of receiving notice from the Homeowner.
- (b) **Mechanic’s Lien.** Georgia BRIGHT fails to cancel, remove, bond over, insure against, or transfer any lien for labor or material or otherwise filed against the Property, within 30 days after Georgia BRIGHT receives notice of such lien.
- (c) **Bankruptcy.** Either Party files a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, or similar relief for the requesting Party under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for the debtor.
- (d) **Homeowner Failure to Meet Any Material Obligation.** The Homeowner breaches any material obligations of this Agreement, and Homeowner fails to cure the breach within 30 days of receiving notice from Georgia BRIGHT.
- (e) **Homeowner Failure to make Lease Payments.** Homeowner fails to submit any and all lease payments, including any

late payments, penalties, or fees due, within thirty (30) days of the Due Date and Homeowner fails to cure the breach within 30 days of receiving notice of such nonpayment from Georgia BRIGHT.

- (f) Homeowner Assignment of Interest or Obligation. Homeowner assigns, transfers, encumbers, sublets, or sells the Homeowner's interests or obligations of any part of this Agreement in violation of Section 14 of this Agreement.
- (g) Foreclosure. Any lender or mortgagor of the Property successfully concludes a foreclosure of Homeowner's interest in the Property.

Items (a) and (b) and a Georgia BRIGHT initiated petition under item (c) may be referred to as a ***Georgia BRIGHT Default*** and Items (d) through (g) and a Homeowner initiated petition under item (c) may be referred to as a ***Homeowner Default***.

Section 18. Remedies in Case of Default.

(a) In the case of any Homeowner Default, Georgia BRIGHT may:

- i. Terminate this Agreement with 30 days prior notice to Homeowner;
- ii. Take any reasonable action to correct such Homeowner Default to prevent any loss to Georgia BRIGHT;
- iii. Proceed by appropriate court action, to enforce performance of this Agreement and to recover any damages as a result of a breach of this Agreement;
- iv. Disconnect, turn off, or repossess the System by legal process or self-help, however, in no case

shall Georgia BRIGHT violate any state or local law;

- v. Report such non-operational status of the System to the Utility;
- vi. Charge Homeowner a reasonable reconnection fee for reconnecting the System after Georgia BRIGHT disconnects the System;
- vii. Recover payment equal to the value of any and all sums then accrued or due and owing; or
- viii. Use any remedy available in this Agreement or by operation of law.

(b) In the case of Georgia BRIGHT Default, Homeowner may:

- i. Terminate this Agreement with 30 days prior notice to Georgia BRIGHT;
- ii. Recover any payment equal to the value of any and all sums then accrued or due and owing; or
- iii. Use any remedy available in this Agreement or by operation of law.

Section 19. Eminent Domain or Condemnation. In the event of any eminent domain or condemnation action by any federal, state, or local agency that impedes the continued use of the home or the operation of the System, Georgia BRIGHT may immediately terminate this Agreement and remove the System from the Leased Space.

Section 20. Georgia BRIGHT Warranties.

(a) Due Care and Reasonable Care. Georgia BRIGHT warrants that Georgia BRIGHT will abide by all professional standards of

due care in the installation and maintenance of the System, as such standards are defined within the solar photovoltaic power generation industry in the relevant market.

- (b) Exclusions to Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GEORGIA BRIGHT MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, PROJECTED ECONOMIC VIABILITY, FUTURE ECONOMIC VIABILITY, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.

Section 21. Miscellaneous Provisions.

- (a) Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties. This Agreement may not be modified, amended, or altered in any way except in a written instrument executed by both Parties.
- (b) Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- (c) Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. Any sale of the Property must be made in accordance with Section 15 of this Agreement.
- (d) Severability. If any word or provision of

this Agreement is declared by a Court of proper jurisdiction to violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

- (e) Notices. All notices to be given under this Agreement shall be in writing and either:
- (i) Sent by United States certified mail, in which case notice shall be deemed delivered five (5) business days after deposit with the United States mail, or via electronic mail upon the sender's written confirmation of receipt by the receiver, as follows:

If to Georgia BRIGHT:

Georgia BRIGHT Solar LLC
4395 Fulton Industrial Blvd
Suite D
Atlanta, GA 30336

Attention: Servicing Department
Telephone Number: 866-584-3651
Email: service@capitalgoodfund.org

If to Homeowner:

Name
Address
City, GA, ZIP
Attention:
Telephone Number: (XXX)-XXX-XXXX
Email:

Either Party must notify the other Party of a change to its contact information at least ten (10) business days before the change comes into effect by following the Notice procedures outlined in Section 21(e).

- (f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.
- (g) Memorandum of Lease. Promptly after execution of this Agreement, the Parties shall cause a Memorandum of Lease in the form attached hereto as Exhibit D and incorporated herein by reference to be recorded in the official records of the county in which the Property is located.

Section 22. Publicity

Georgia BRIGHT or its Affiliates will not publicly use or display any images of the

System unless Homeowner initials the space below. If Homeowner initials the space below, Homeowner gives Georgia BRIGHT permission to take pictures of the System as installed on your Home for use in it or its Affiliates' marketing materials, including website(s), flyers, and mailers.

BOX FOR HOMEOWNER TO INITIAL

[The remainder of this page is intentionally blank, signature pages to follow.]

IN WITNESS WHEREOF, the Parties acknowledge they have read this Georgia BRIGHT Residential Lease and Solar Power Agreement, understand it, and agree to be bound by its terms and conditions as of the date first set forth above.

HOMEOWNER:		SYSTEM OWNER:
		GEORGIA BRIGHT SOLAR, LLC
By: _____		By: _____
Name: _____		Name: Andrew Posner
Title: _____		Title: President
Date: _____		Date: _____

HOMEOWNER:
By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

(Legal Description of Property)

The real property is situated in the City of [CITY], County of [COUNTY], State of Georgia and legally described as follows:

LEGAL DESCRIPTION OF PROPERTY

Address: [ADDRESS]; [CITY], GA, [ZIP]

Exhibit B

ASSIGNMENT AND ASSUMPTION OF RESIDENTIAL LEASE AND SOLAR POWER AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF RESIDENTIAL LEASE AND SOLAR POWER AGREEMENT ("**Assignment**") is made and delivered effective as of _____, 2023, (the "**Closing Date**") by _____ & _____ (the "**Assignor**") and _____ (the "**Assignee**") in reference to that certain Residential Lease and Solar Power Agreement entered into by Assignor, dated as of _____, 202____ (the "**Lease**"). Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Lease.

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to assume, the obligations of Assignor as "Homeowner" under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Assignment and Assumption of Lease.** Effective as of the Closing Date, Assignor hereby assigns to Assignee, all of Assignor's rights, title and interest in, to and under the Lease. Assignee hereby assumes all liabilities or obligations of Assignor under the Lease relating to any period on or after the Closing Date. Assignor is hereby released from its obligations under the Lease.
2. **No Additional Warranties.** This Assignment of Lease does not create any additional obligations, covenants, representations, and warranties or alter or amend any of the obligations, covenants, representations, and warranties contained in any other agreement between Assignor and Assignee relating to the Property.
3. **Counterparts.** This Assignment of Lease may be executed in counterparts. All counterparts shall collectively constitute a single agreement. Copies of this Assignment of Lease shall have the same effect as originals.
4. **Notice to System Owner.** Assignor shall provide a copy of this Assignment of Lease to "Georgia BRIGHT.
5. **Successors and Assigns.** This Assignment of Lease shall bind and inure to the benefit of the parties hereto and their respective successor and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Lease to be executed and delivered, effective as of the day and year first above written.

ASSIGNOR

ASSIGNEE

By: _____

By: _____

Name: _____

Name: _____

By: _____

Name: _____

IN WITNESS WHEREOF, the undersigned has confirmed receipt of this duly executed Assignment of Lease, effective as of the day and year first above written.

GEORGIA BRIGHT SOLAR, LLC
By: _____
Name: _____
Title: _____
Date: _____

Exhibit C
(Description of System)

The Solar Electric Generating System will consist of the following components:

1. XXXXXX solar electric modules each rated at .XXX kilowatts.
2. Factory-approved rigid metal mounting system.
3. Electrical components including conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar electric modules and interconnect with the existing electric panel.
4. XXXX UL listed and approved DC/AC inverters.

The Energy Storage System will consist of the following components:

1. Battery-storage rated at XXXX kilowatt-hours

The System also consists of monitoring equipment and web-based remote system monitoring. Homeowner is responsible for bringing and providing internet service at the installation location (typically the home's electrical panel).

Exhibit D
(Memorandum of Lease)

PREPARED BY, RECORDING
REQUESTED BY, AND WHEN
RECORDED RETURN TO:

THIS SPACE RESERVED FOR
RECORDING DATA:

MEMORANDUM OF RESIDENTIAL SOLAR LEASE AGREEMENT

THIS MEMORANDUM OF RESIDENTIAL LEASE AND SOLAR POWER AGREEMENT (this “**Memorandum**”) is made and entered into this [redacted] day of [redacted], 202[redacted], by and between [redacted] & [redacted], a [redacted] (“**Homeowner**”), and Georgia BRIGHT Solar LLC, a Georgia limited liability company (“**Georgia BRIGHT**”).

1. **Grant of Lease.** For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, Homeowner hereby leases to Georgia BRIGHT and Georgia BRIGHT leases from Homeowner the Leased Space defined in the Residential Lease and Solar Power Agreement, dated as of the [redacted] day of [redacted], 2023 by and between Homeowner and Georgia BRIGHT (the “**Residential Lease**”). The Leased Space is located on the real property described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”). The Leased Space is more specifically described in the Residential Lease, and is to be used for the purpose of installation and use of a solar photovoltaic energy system.

2. **Terms and Conditions.** The terms and conditions upon which Homeowner leases to Georgia BRIGHT and Georgia BRIGHT hires from Homeowner the Leased Space are set forth in the Residential Lease. The terms and conditions of the Residential Lease are incorporated herein by reference. This Memorandum is prepared for the purpose of placing notice of record of the Residential Lease and in no way amends, modifies, or supplements the terms and conditions of the Residential Lease. If there is any inconsistency between the terms and conditions of the Memorandum and the terms and conditions of the Residential Lease, the terms and conditions of the Residential Lease shall control.

3. **Lease Term.** The term of the Residential Lease commences on the [redacted] day of [redacted], 2023, and expires on the 1st day of the month following the 25th anniversary (300 months) of the commencement of commercial operations date for the Energy System referenced in the Residential Lease.

[The remainder of this page is intentionally blank, signature page and Exhibits to follow.]

**HOMEOWNER SIGNATURE PAGE TO
MEMORANDUM OF RESIDENTIAL LEASE**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Residential Lease to be duly executed on the day and year first above written.

HOMEOWNER:

By: _____

Name: _____

Title: _____

Signed, sealed and delivered

This _____ day of _____, 202_,

In the presence of

WITNESS my hand and official seal.

Notarial Seal:

Notary Public

My Commission expires: _____

HOMEOWNER SIGNATURE PAGE TO
MEMORANDUM OF RESIDENTIAL LEASE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Residential Lease to be duly executed on the day and year first above written.

HOMEOWNER:

By:

Name: _____

Title: _____

Signed, sealed and delivered

This _____ day of _____, 202_,

In the presence of

WITNESS my hand and official seal.

Notarial Seal:

Notary Public

My Commission expires: _____

**SYSTEM OWNER SIGNATURE PAGE TO
MEMORANDUM OF RESIDENTIAL SOLAR LEASE**

SYSTEM OWNER:

Georgia BRIGHT Solar LLC

By: _____

Name: _____

Title: _____

Signed, sealed and delivered

This _____ day of _____, 202_,

In the presence of

WITNESS my hand and official seal.

Notarial Seal:

Notary Public

My Commission expires: _____

EXHIBIT E

LEASE PAYMENT SCHEDULE

Your first Monthly Payment (the “**Monthly Payment Date**”) is due thirty days after the Placed in Service Date. All subsequent payments will be due on the Monthly Payment Date.

Contract Months / Yr	System Lease Payment (\$/month)	Battery Reserve Fee (\$/month)	Total Lease Payment (\$/month)	Total Guarantee of Output to Date (kWh)	Performance Guarantee Refund Rate (\$/kWh)
1 - 12 / Yr 1				{YEAR 1 SYSTEM PRODUCTI ON ESTIMATE} “A”	0.10
13 - 24 / Yr 2				(A*2)*.995	0.10
25 - 36 / Yr 3					0.10
37 - 48 / Yr 4					0.10
49 - 60 / Yr 5					0.10
61 -72 / Yr 6					0.10
73 - 84 / Yr 7					0.10
85 - 96 / Yr 8					0.10
97 - 108 / Yr 9					0.10
109 - 120 / Yr 10					0.10
121 - 132 / Yr 11					0.10
133 - 144 / Yr 12					0.10
145 - 156 / Yr 13					0.10
157 - 168 / Yr 14					0.10
169 - 180 / Yr 15					0.10
181 - 192 / Yr 16					0.10
193 - 204 / Yr 17					0.10

205 - 216 / Yr 18					0.10
217 - 228 / Yr 19					0.10
229 - 240 / Yr 20					0.10
241 - 252 / Yr 21					0.10
253 - 264 / Yr 22					0.10
265 - 276 / Yr 23					0.10
277 - 288 / Yr 24					0.10
289 - 300 / Yr 25					0.10
Total					

Exhibit F:

Voluntary Authorization of ACH Recurring Payments

Homeowner Name: {{OPPORTUNITY_CLIENT_NAME}}

I authorize Georgia BRIGHT Solar, LLC or its affiliates to initiate debit entries in the amounts listed in Exhibit E: Lease Payment Schedule each month for three-hundred months to my account indicated below, and at the depository financial institution named below, hereafter called "Depository," and to debit the same to such account starting 30 days after the Placed in Service Date. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Depository Name:

{{ OPPORTUNITY_CLIENT_ACH_BANK_NAME}}

Account Number:

{{ OPPORTUNITY_CLIENT_ACH_ACCOUNT_NUMBER}}

Account Type:

{{ OPPORTUNITY_CLIENT_ACH_ACCOUNT_TYPE }}

Routing Number:

{{ OPPORTUNITY_CLIENT_ACH_ROUTING_NUMBER}}

This ACH authorization is voluntary. If I elect to initiate ACH authorization, this authorization will remain in full force and effect until Georgia BRIGHT receives written notification from me of its termination and in such time and such manner as to afford you and Depository a reasonable opportunity to act on it.

Name: {{OPPORTUNITY_CLIENT_NAME}}	Date: {{OPPORTUNITY_FUNDING_DATE}}
\signature1 {"size": "medium"}\ (Signature)	SSN or ITIN: {{CONTACT_SOCIAL_SECURITY_NUMBER}}
Date of Birth: {{CONTACT_BIRTHDATE}}	Address: {{CONTACT_MAILINGADDRESS}} {{CONTACT_MAILINGCITY}}, {{CONTACT_MAILINGCOUNTRY}} {{CONTACT_MAILINGPOSTALCODE}}
Email Address: {{CONTACT_EMAIL}}	Phone: {{CONTACT_PHONE}}