

HOA

RESIDENTIAL SOLAR LICENSE AGREEMENT

THIS SOLAR LICENSE AGREEMENT (this "**Agreement**"), dated **MAY 29, 2017** (the "**Effective Date**") is by and between **TOMMY JOE LINVILLE** and **ISABEL ANN LINVILLE** (collectively, "**Host**" or "**you**"), and PowerFin SolarMundo, LLC, a Texas limited liability company ("**PowerFin**" or "**we**").

1. **PURPOSE.** Pursuant to this Agreement, you are granting PowerFin a license over the property you own with an address of **8011 GRIMCHESTER, CONVERSE, TX 78109** and legally described on the attached Exhibit "A" (the "Property") to install, operate, inspect, maintain, repair, replace and remove the photovoltaic solar power generation system described on the attached Exhibit "B" and such cables, electric lines, ducts, transformers, monitoring systems, and other apparatus as may, in the opinion of PowerFin, be necessary or desirable for connecting the System to the electrical grid (collectively, the "System").

2. **LICENSE.** The area of your roof where the System is installed by PowerFin and such other areas of your Property where the other components of the System are installed are referred to herein as the "License Area." You hereby grant PowerFin a non-revocable license for the Term to install, inspect, maintain, repair, and replace the System in the License Area, together with:

A. A license over such exterior areas of the Property as may be reasonably necessary for purposes of installing, operating, inspecting, replacing, maintaining, repairing and removing the System at the Property;

B. A license for ingress and egress to and from the License Area to PowerFin and CPS Energy and their employees, agents, contractors and subcontractors, at all times during the Term of this Agreement, to enter that portion of the License Area for purposes of taking such actions as may be necessary for the purpose of installing, operating, inspecting, maintaining, repairing, replacing and removing the System. This access right shall continue for up to one-hundred eighty (180) days after this Agreement expires to provide PowerFin (and if applicable, CPS Energy) with time to remove the System at the end of the Term. PowerFin shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable. During the time that PowerFin has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

3. **CPS ENERGY CREDITS.** PowerFin is entering into this Agreement pursuant to a certain Power Purchase Agreement between PowerFin and CPS Energy dated effective as of August 12, 2015 (the "PPA"). Pursuant to the PPA, subject to the terms and provisions thereof, and during the Term and Extension Term of this Solar License Agreement, CPS Energy has agreed to provide a credit on the monthly bill of each CPS Energy customer that, like you, agrees to host PowerFin's solar power generation systems on their properties (the "Host Credit"). Further details and limitations regarding the Host Credit are provided on the attached letter from CPS Energy that is attached hereto as Exhibit "C".

4. **TERM.**

A. Unless earlier terminated pursuant to the terms and conditions of this Agreement, the initial Term of this Agreement (the "Initial Term") commences on the Effective Date and will end on September 30, 2037.

B. PowerFin may extend the Term of this Agreement for two additional periods of five years beyond the Initial Term (each such extension, an "Extension Term") by delivering written notice at the Property at least 60 days prior to the then current expiration of the Term.

C. The Initial Term, together with any Extension Terms, is referred to herein as the "Term." Notwithstanding any other provision contained herein, the Term will automatically terminate in the event that the PPA is terminated or expires prior to the end of the Term.

5. **SYSTEM INSTALLATION, REPAIR.** PowerFin agrees to:

A. Schedule the installation of the System at a mutually convenient date and time;

B. Obtain all permits necessary for the work to be performed;

C. Construct the System according to the system layout attached hereto as Exhibit "B";

D. Complete all work in a professional and workman-like manner and in compliance with all building/electric codes and other applicable laws;

E. Operate, maintain and repair the System during the Term of this Agreement at its sole cost and expense; and

F. Remove the System upon the expiration or termination of this Agreement and reasonably restore the License Area to its original condition prior to the installation of the System, except for normal wear and tear, such removal and restoration to be at PowerFin's sole expense, except as expressly set forth otherwise in this Agreement.

6. **DAMAGES TO PROPERTY CAUSED BY SYSTEM.** PowerFin agrees to pay for reasonable costs of repairing any physical damage caused to your Property as a direct result of the installation or operation of the System on your Property, or by PowerFin or any of its employees, agents, contractors and subcontractors while on the Property.

7. **HOME AND PROPERTY MAINTENANCE.** You agree to:

A. Not attempt to perform any repairs, maintenance or modifications on the System;

B. Promptly notify PowerFin if you think the System is damaged or appears unsafe or if the System is stolen;

- C. Cooperate with PowerFin when PowerFin needs to access the Property for purposes of inspecting, maintaining and repairing the System including, but not limited to, providing PowerFin with access to an exterior faucet or water source so that PowerFin may clean and maintain the system;
- D. Keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when PowerFin installed it, or allow PowerFin and its contractors to trim tree branches that may impact the solar production of the system at the annual inspection and maintenance visit;
- E. Not modify your Property or home in a way that shades the System;
- F. Not remove any markings or identification tags on the System;
- G. Not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property; and
- H. Secure and prevent damage to the System in a manner reasonably consistent with the treatment of your personal assets, while not impairing the performance of the System.

8. **LOSS OR DAMAGE.** PowerFin will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System except for such loss, damage, theft destruction or similar occurrence as is caused by your negligence or intentional conduct, or by the negligence or intentional conduct of your guests, family members, contractors, employees or invitees.

9. **HOME RENOVATIONS OR REPAIRS.** If you want to make repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must contact PowerFin in advance to coordinate to ensure that such repairs or improvements are performed in such a manner so as to minimize interference or damage to the System. If such work requires the System to be removed temporarily, you shall pay PowerFin \$700, which is the estimated costs to PowerFin for the temporary removal and reinstallation of the System. You agree, on behalf of yourself and your successors and assigns, that for purposes of the costs of such removal and reinstallation that this Agreement constitutes a contract with the owner of the Property for purposes of Section 53.021(a)(2) of the Texas Property Code and that PowerFin may file a mechanics lien if it performs such work and is not paid the fee quoted above.

10. **HOST TERMINATION OPTION.** At any time following the fifth anniversary of the date of this Agreement, you may terminate this Agreement upon (a) 90 days written notice to PowerFin and (b) payment to PowerFin of the following sum (such sum, the "Removal Cost"):

<u>System Size</u>	<u>Opt-Out Cost</u>
4kW	\$3,350
5kW	\$4,050
6kW	\$4,750
7kW	\$5,450
8kW	\$6,150
9kW	\$6,850
10kW	\$7,550

You agree, on behalf of yourself and your successors and assigns, that for purposes of the Removal Costs and the work associated therewith, that this Agreement constitutes a contract with the owner of the Property for purposes of Section 53.021(a)(2) of the Texas Property Code and that PowerFin may file a mechanics lien if it performs such work and is not paid the Removal Costs.

11. **POWERFIN TERMINATION OPTIONS.** At any time following the fifth anniversary of the date of this Agreement, PowerFin may terminate this Agreement upon 90 days written notice to you. In addition, at any time during the Term of this Agreement, if PowerFin determines, in its sole discretion, that that conditions in and around the Property warrant the removal of the System, then PowerFin may terminate this Agreement upon 90 days written notice to you. In the event that PowerFin terminates this Agreement under this Section 11, PowerFin shall be provided reasonable time to remove the System and to reasonably restore the License Area to its original condition prior to the installation of the System, except for normal wear and tear. PowerFin shall have no further obligations to you and you shall have no further obligations to PowerFin.

12. **TERMINATION PRIOR TO INSTALLATION.** PowerFin's obligations to install the System are conditioned on PowerFin's satisfaction with all conditions related to the Property and the installation of the System, and you understand that PowerFin may elect, in its sole discretion, to terminate this Agreement at any time prior to installation, whereupon neither you nor PowerFin shall have any remaining obligations under this Agreement nor shall you have any claim to the Host Credits.

13. **RUNS WITH LAND; MEMORANDUM.** This Agreement will run with the land and be binding upon future owners of the Property; provided, however, that this Agreement is subordinate to any present or future residential mortgage first lien filed against the Property and may be terminated by written notice within 30 days following any conveyance of the Property pursuant to a foreclosure or a deed in lieu of foreclosure; provided, however, that (A) PowerFin shall have 90 days to remove the System from the Property and to reasonably restore the License Area to its original condition prior to the installation of the System, except for normal wear and tear, and (B) PowerFin expressly reserves the right to pursue the owner(s) subject to such foreclosure to recover the costs of such removal and restoration. You agree that PowerFin has the right to record a short form of memorandum of this Agreement in the Real Property Records for the county in which the Property is located in the form set forth at Exhibit "E", which you are executing simultaneously with this Agreement. In the event this Agreement is terminated as provided herein, PowerFin agrees to record a memorandum discharging the notice in the office of the Real Property Records for the county in which the Property is located.

14. **DISCLAIMER OF WARRANTIES.** BY EXECUTING THIS AGREEMENT, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS APPLICABLE TO THE HOST CREDIT, THAT CPS ENERGY IS NOT A PARTY TO THIS AGREEMENT AND THAT POWERFIN HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR PROMISES REGARDING THE AMOUNT OF SUCH HOST CREDITS, THE PAYMENT THEREOF BY CPS ENERGY, OR THE ELECTRICAL POWER TO BE GENERATED BY THE SYSTEM. YOU UNDERSTAND THAT POWERFIN IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM FOR THE HOST CREDIT.

15. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS POWERFIN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY POWERFIN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

16. NOTICES. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Each party shall deem a document faxed or sent via PDF as an original document. Notices to you will be effective upon delivery to the address of the Property unless you provide, in writing to PowerFin, an alternate address for purposes of notices. Notices to PowerFin shall be delivered to the following address:

PowerFin SolarMundo, LLC
P.O Box 65044
San Antonio, Texas 78265

17. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES. You agree that the System is not a fixture, but is PowerFin's personal property under the Uniform Commercial Code. In no event shall any portion of the System be deemed a fixture, nor shall you, nor anyone claiming by, through or under you (including, but not limited to, any present or future mortgagee) have any rights in or to the System at any time. PowerFin has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. You understand that PowerFin owns the System for all purposes, including any data generated from the System. You shall, at all times, keep the System free and clear of all liens, claims, levies and legal processes not created by PowerFin, and shall, at your expense, protect and defend PowerFin against the same. YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF POWERFIN, USABLE AT ITS SOLE DISCRETION. POWERFIN SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH POWERFIN SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO POWERFIN.

18. LIMITATION OF LIABILITY. In no event will either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.

19. **DEFAULT.** You will be in default under this Agreement if any one of the following occurs: (a) you fail to make any payment (such as payment of the Removal Costs) when it is due and such failure continues for a period of ten (10) days; (b) you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice; (c) you have provided any false or misleading financial or other information to obtain this Agreement; (d) any foreclosure notice is filed against the Property; or (e) you make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.

20. **REMEDIES IN CASE OF DEFAULT.** If this Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may: (a) terminate this Agreement; (b) suspend our performance under this Agreement; (c) take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due; (d) take actions to remove the System from the Property and charge you for the cost of such removal and the cost of reconnecting the System at another location; (e) proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach; (f) recover from you (i) all sums then accrued or due and owing, plus (ii) interest at lesser of (a) fifteen percent (15%) or (b) the highest rate allowed by law, (g) use any other remedy available to us in this Agreement or by law. You agree to repay us for any reasonable amounts we pay to correct or cover your default. By choosing any one or more of these remedies, PowerFin does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, PowerFin does not give up our right to use that remedy in case of a subsequent default. We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

21. **APPLICABLE LAW; ARBITRATION PLEASE READ THIS SECTION CAREFULLY.** ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. The laws of Texas shall govern this Agreement without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Property. If a JAMS office does not exist within fifty (50) miles of your Property, then we will use another accredited arbitration provider with offices close to your Property. If you initiate the arbitration, you will be required to pay the first \$1,000 of any filing fee. We will pay any filing fees in excess of \$1,000 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than PowerFin's last written settlement offer. When determining whether your award is higher than PowerFin's last written settlement offer, your attorney's fees and costs will not be included. Only Disputes involving you and PowerFin may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-

class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and PowerFin. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The Arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law. BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

22. TRANSFER PowerFin works with banks, large companies and other significant financing partners to finance your System. As a result, PowerFin may assign this Agreement to one of its financing partners. PowerFin may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Assignment, sale or transfer generally means that PowerFin would transfer certain of its rights and certain of its obligations under this Agreement to another party.

23. WAIVER Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

24. ENTIRE AGREEMENT; CHANGES This Agreement contains the parties' entire agreement regarding the subject matter of this Agreement. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. Only an authorized officer of PowerFin may execute any change to this Agreement on behalf of PowerFin. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

25. DISCLOSURE STATEMENT REQUIRED FOR RESIDENTIAL CONSTRUCTION CONTRACT. Exhibit "F" contains certain disclosure statements required under Texas Property Code 53.255 to be included in any residential construction contract, which this Agreement may constitute in the case of the removal of the System under certain circumstance. You hereby acknowledge that you have received Exhibit "F" and reviewed its contents and also that you understand that nothing contained in Exhibit "F" shall be deemed to either expressly or impliedly modify the terms of the Agreement.

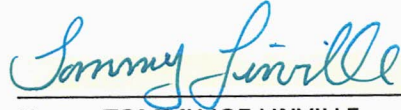
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26. NOTICE OF CANCELLATION RIGHT: YOU, THE HOST, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

27. By entering into this Agreement, you agree that all persons owning an interest in the Property and any spouse of such persons are listed above and are executing this Agreement.

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

HOST:



Name: TOMMY JOE LINVILLE

Date: 28 May 2017

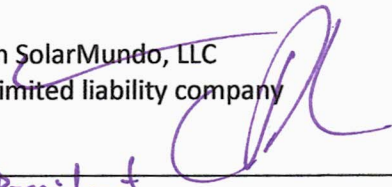


Name: ISABEL ANN LINVILLE

Date: 05/28/17

POWERFIN:

PowerFin SolarMundo, LLC
a Texas limited liability company

By:  _____

Its: President _____

Date: 6/6/17 _____

NOTICE OF CANCELLATION

Date of Transaction: _____, 201__

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TEN (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL (WITH POSTMARK) OR DELIVER (WITH SIGNED CONFIRMATION OF RECEIPT BY A DESIGNATED POWERFIN REPRESENTATIVE) A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO POWERFIN SOLARMUNDO, LLC AT P.O Box 65044 SAN ANTONIO, TX 78205, NOT LATER THAN MIDNIGHT OF _____, 20__.

I HEREBY CANCEL THIS TRANSACTION.

Host's signature

Date:

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Legal Description: NCB: 18174 BLK: 4 LOT: 52 NORTHAMPTON UNIT-1

Address: 8011 GRIMCHESTER, CONVERSE, TX 78109

EXHIBIT "B"
DESCRIPTION OF SYSTEM
PRELIMINARY LAYOUT

WILL SEND YOU THE DESIGN AS SOON AS IT IS COMPLETED.

EXHIBIT "D"
HOST CREDIT ACCOUNT

I, TOMMY JOE LINVILLE, as the owner of the premise described legally in Exhibit "A" with an address of 8011 GRIMCHESTER, CONVERSE, TX 78109 pursuant to the conditions in this document elect to receive the Host Credit in the CPS Energy account associated with this premise and elect to assign the Host Credit to the following CPS Energy account number 3003B20B35, with the name of such account holder as TOMMY JOE LINVILLE.

This Exhibit "D" may be updated and amended from time to time as the account associated with the premise changes.

HOST:

CPS ENERGY ACCOUNT HOLDER

Signature: Tommy Linville
Print Name: Tommy Linville
Date: 28 May 2017

Signature: Same as a host
Print Name: Same as a host
Date:

EXHIBIT "C"

HOST CREDIT CONDITIONS

Dear Customer:

On August 12, 2015, CPS Energy ("CPS") and PowerFin SolarMundo, LLC ("PowerFin") entered in a Power Purchase Agreement (the "PPA") that provides for the purchase by CPS from PowerFin of the electrical output from solar power generation systems to be installed and operated by PowerFin on the rooftops of residential CPS customers (such customers referred to herein as "Hosts").

Subject to the terms of our PPA and PowerFin's performance under the PPA, CPS has agreed to provide a credit on the monthly bill of each Host in an amount equal to the product of \$0.03 times the total kilowatt hours (kWh) of the Net Electricity (as defined in the PPA) received by CPS during the immediately preceding month from the solar power generation system located on the Host's rooftop.

By entering into a Solar License Agreement ("Agreement") with PowerFin, you will become eligible, subject to the terms of the PPA, for receipt of the Host Credit (as defined in the Agreement) once the solar power generation system is installed and operational, pursuant to such Agreement and so long as PowerFin is not in default under the terms and conditions of the PPA. CPS will not, however, be required to provide you with the Host Credit if PowerFin defaults under its obligations under the PPA, or if the PPA is terminated or expires for any reason whatsoever.

Sincerely,

CPS Energy

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

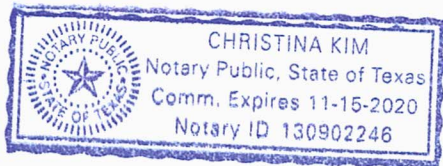
GRANTOR:

By: Tommy Linville
Printed Name: Tommy Linville

By: Isabel Linville
Printed Name: Isabel Linville

THE STATE OF TEXAS §
COUNTY OF Bexar §

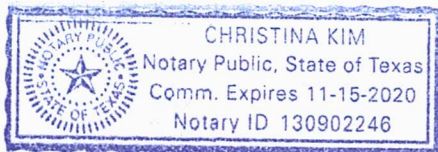
Before me, (insert the name and character of the officer), on this day personally appeared Tommy Joe Linville, known to me by TJDL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



[Signature]
Notary Public, State of Texas
Notary's printed name: Christina Kim
My Commission Expires: 11-15-2020

THE STATE OF TEXAS §
COUNTY OF Bexar §

Before me, (insert the name and character of the officer), on this day personally appeared Isabel Ann Linville, known to me by IAL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



[Signature]
Notary Public, State of Texas
Notary's printed name: Christina Kim
My Commission Expires: 11-15-2020

EXHIBIT "E"
MEMORANDUM OF SOLAR LICENSE AGREEMENT

THIS MEMORANDUM OF SOLAR LICENSE AGREEMENT (this "Memorandum") is made and entered into as of **MAY 29, 2017**, by and between **TOMMY JOE LINVILLE** ISABEL ANN LINVILLE (collectively, "Grantor"), with an address of **8011 GRIMCHESTER, CONVERSE, TX 78109**, legally described as **NCB: 18174 BLK: 4 LOT: 52 NORTHAMPTON UNIT-1**, and PowerFin SolarMundo, LLC, a Texas limited liability company ("Grantee") (Host and PowerFin are referred to collectively herein as the "Parties".)

WITNESSETH:

- A. On the date hereof, the Parties have entered into a Solar License Agreement (the "Agreement") pursuant to which Grantor grants to Grantee a non-revocable license for the installation, maintenance, operation, inspection, repair and replacement of certain photovoltaic systems and related cables, electrical lines, ducts, transformers and other equipment, on such property of the Property described on Exhibit A attached hereto and incorporated herein by reference where such systems and appurtenances thereto are located, together with the right of ingress and egress to and from the License Area described in the Agreement.
- B. The term of the Agreement commences on the date hereof, and will continue in full force and effect until **December 30, 2036** with two (2) five-year renewal options, plus additional extension options available to Grantee.
- C. The Agreement is subordinate and subject to any present or future residential mortgage lien filed against the Property.
- D. The Parties desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee and of the existence of the Agreement.

NOW, THEREFORE, all of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

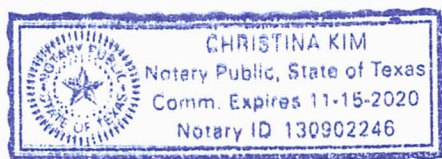
GRANTEE:

PowerFin SolarMundo, LLC
a Texas limited liability company

By: _____
Its: President

THE STATE OF TEXAS §
§
COUNTY OF Baylor §

This instrument was acknowledged before me on 6/6, 2017, by Tuan Pham, the President of PowerFin Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas
Notary's printed name: Christina Kim
My Commission Expires: 11-15-2020

EXHIBIT "F"
DISCLOSURE STATEMENT REQUIRED FOR RESIDENTIAL CONSTRUCTION CONTRACT

The disclosure statements below are required under Texas Property Code 53.255 to be included in any residential construction contract, which this Agreement may constitute in the case of the removal of the System under certain circumstance. Notwithstanding the contents below, nothing contained in this Exhibit "F" shall be deemed to either expressly or implicitly modify the terms of the Agreement.

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

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

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

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

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

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

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your

wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

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

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

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

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

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

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

OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under

Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

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