

These Renovate America, Inc. (“Renovate America”) Registered Contractor Terms and Conditions (these “Terms and Conditions” or this “Agreement”) apply to all home improvement contractors (“Contractor”) who register with Renovate America (“Registered Contractor”) to introduce financing products offered by Renovate America or its affiliates (the “Financing Products” and each a “Financing Product”), including (without limitation) through Renovate America’s HERO program (the “HERO Program”) and/or any other programs or products offered by any Renovate America Entity. Renovate America together with its affiliates shall be referred to herein as the “Renovate America Entities” and each a “Renovate America Entity.” These Terms and Conditions may be modified from time to time by Renovate America; a copy such Terms and Conditions will be provided to Registered Contractor upon their modification.

These Terms and Conditions may change from time to time. By registering with Renovate America, and by continuing to introduce and/or access any Financing Products, (i) Registered Contractor agrees to comply with and be subject to the the most recent version of these Terms and Conditions (including any addenda hereto and any documents referenced herein) and (ii) Registered Individuals agree to comply with and be subject to the most recent version of these Terms and Conditions (including any addenda hereto and any documents referenced herein) that apply to Registered Individuals, including, but not limited to, the Code of Conduct (as described below). Registered Contractor may discontinue introducing and/or accessing any Financing Product at any time. Further, as provided in these Terms and Conditions, Renovate America may terminate Registered Contractor’s participation, with or without cause, at any time.

These Terms and Conditions, including any addenda hereto and any documents referenced herein, represent the entire and integrated agreement between Registered Contractor and Renovate America regarding the subject matter addressed herein, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of these Terms and Conditions.

These Terms and Conditions shall bind Registered Contractor and each of its predecessors, successors, affiliates, and assigns. Registered Contractor agrees to be bound by these Terms and Conditions on behalf of itself and on behalf of each of its Predecessor Contractors. For purposes of these Terms and Conditions, “Predecessor Contractor” means a Contractor which is or was registered with Renovate America, and (i) for which a person employed by or affiliated with Registered Contractor served as a principal, director, officer or owner, or (ii) which employed or was affiliated with substantially the same Affiliated Individuals as are employed by or affiliated with Registered Contractor.

1. Contractor Duties and Obligations

1.1. Contractor Registration Requirement

- 1.1.1. All Contractors who have contracted or seek to contract with a Property Owner to install, or subcontract the installation of, home improvements (“Improvements and each an “Improvement”) financed by a Financing Product must register with Renovate America.
- 1.1.2. In order to become a Registered Contractor, each Contractor must register with Renovate America by providing all business and other relevant information requested by Renovate America for such registration. If required by the state, city, county or other municipality or by law where the Registered Contractor is doing business or is located, such Registered Contractor shall possess an active, valid contractor’s license (a “License”) issued by the applicable licensing organization (“Licensing Board”), including, without limitation, in California, by the California Contractors State License Board (“CSLB”), and shall meet all bonding and workers compensation insurance requirements associated with such License (if applicable). For the avoidance of doubt, a License that is expired, suspended, revoked subject to probation, or has additional status codes does not qualify as an active, valid License under these Terms and Conditions.
- 1.1.3. In order to access the HERO Program, each Qualifying Individual shall register with Renovate America on behalf of the Registered Contractor, including, without limitation, completing the Renovate America identity verification process. A “Qualifying Individual” is a person who is designated as an RMO, RME, RMG, RMM, Sole Owner, Qualifying Partner or similarly identified individual with or by an applicable Licensing Board, if registration with such applicable Licensing Board is required.
- 1.1.4. Only an individual who is authorized to act on behalf of, and who is responsible for the actions of, a Registered Contractor (the “Authorized Signatory”) may execute this Agreement on behalf of Registered Contractor, and only upon completion of the Renovate America identity verification process. The Authorized Signatory will be the initial account administrator (“Original Company Admin”) for the Registered Contractor. Without limitation of the obligations of Affiliated Individuals, Registered Contractors shall remain fully responsible for all of the acts and omissions of its employees, consultants, owners, principals, independent contractors and other agents who perform services related to a Financing Product with respect to the terms and conditions applicable to such individuals and/or entities hereunder.

1.2. Requirement to Register Individuals

- 1.2.1. Registered Contractor shall register, or require registration of, all Affiliated Individuals, as described below.
 - 1.2.1.1. “Affiliated Individuals” means all employees, entities, owners, partners, principals, independent contractors, third party agents or other person who perform any Services in Connection with a Financing Product for the Registered Contractor.
 - 1.2.1.2. “Services in Connection with a Financing Product” means (i) introducing a Financing Product to a Property Owner, or (ii) processing documentation with or accessing information from Renovate America through the Portal or otherwise.
- 1.2.2. All Affiliated Individuals are required to submit personal identifying information to register with Renovate America, including but not limited to names and addresses, last 4 characters of social security numbers and dates of birth, and all other information necessary to perform identity verification and/or background checks on such Affiliated Individuals (once registered, “Registered Individuals”). Renovate America reserves the express and unilateral right to deny registration to any Affiliated Individual whose identity it cannot verify, or who has committed fraud, has been convicted of a felony, has not registered with the applicable Licensing Board(s) when required to do so, is in an active bankruptcy proceeding, has an open warrant for arrest or has engaged in any other conduct reflecting character traits that Renovate America finds, in its sole discretion, to be unsuitable.
- 1.2.3. Affiliate Individuals shall not introduce and/or access any Financing Products unless they register with Renovate America. Any Registered Contractor who permits or encourages any individual who is not registered with Renovate America to provide Services in Connection with a Financing Product to anyone, including but not limited to property owners (“Property Owners”), shall be subject to the provisions set forth under the paragraphs entitled “Violation of Registered Contractor Terms and Conditions.”
- 1.2.4. Registered Contractor shall ensure that all employees, entities, owners, partners, principals, independent contractors, third party agents or other persons acting on behalf of Registered Contractor:
 - 1.2.4.1. comply with all applicable laws and regulations, including, without limitation, maintaining all required insurance and holding all required licenses or registrations in good standing in the specialty of the work being performed;
 - 1.2.4.2. limit the work performed to that for which such individuals and entities hold required licenses or registrations;
 - 1.2.4.3. comply with the Registered Contractor Code of Conduct (as described below) (the “Code of Conduct”), to the extent such individuals or entities engage in any activities to which the Code of Conduct applies.
- 1.2.5. Each Registered Contractor shall further qualify (in addition to any such qualification that may have been completed as part of the Terms and Conditions hereunder) its/his/her Affiliated Individuals by performing background checks and credit verifications to confirm that such Affiliated Individuals have been ethical in their past engagements, are of sound and honest character, and have no prior felony convictions. Registered Contractors may contact Renovate America at any time to discuss any questions regarding this requirement.
- 1.2.6. Registered Contractors shall remain responsible for all work performed by its employees, consultants, owners, principals, independent contractors and other agents.
- 1.2.7. Registered Contractors shall maintain and provide to Renovate America upon request complete and accurate identifying information for all individuals and entities engaged to perform services that relate to or affect any Services in Connection with a Financing Product.

1.3. Assignment of Authority to Certain Users

- 1.3.1. Only the Original Company Admin may assign authority to other Registered Individuals to (i) authorize work associated with a Financing Product, (ii) execute any Completion Certificate provided by a Renovate America Entity, (iii) add and edit bank account information, and (iv) add and manage user accounts relating to any applicable web- and/or software-based platforms maintained by a Renovate America Entity (each account, including the Company Admin Account, a “User Account”). The Original Company Admin assigns this authority by designating other Registered Individuals one of the following User Account roles: (i) Company Admin, (ii) Office Admin, (iii) Company Manager, (iv) Office Manager or (v) such other user role permitted by Renovate America. Each User Account may only be accessed by (i) the specific Registered Individual associated with such User Account, and (ii) any Renovate America Entity (or a designee thereof). With respect to each User Account, Registered Contractor, the Original Company Admin, and, as applicable, any Registered Individual associated with such User Account, are jointly and severally liable for all actions taken through such User Account, and shall ensure compliance with any terms and conditions applicable to such User Account.

1.4. Registration Data; Account Security

1.4.1. Registered Contractor and all Registered Individuals with access to a User Account must: (i) provide accurate, current and complete information, as may be sought during the registration process (“Registration Data”); (ii) maintain the security of all information associated with any User Account to which they have access, including usernames and passwords; (iii) maintain and promptly update Registration Data, and any other information they provide to a Renovate America Entity, to keep it accurate, current and complete; (iv) as applicable, enter accurate bank account information and promptly revise such information as needed to ensure accurate payment processing; (v) revise the information on file with Renovate America within 5 business days in the event of any changes filed with an applicable Licensing Board; (vi) accurately maintain all User Accounts for which they are responsible, including but not limited to maintaining accurate phone numbers, email addresses, and promptly deleting User Accounts associated with Registered Individuals who are no longer associated with the Registered Contractor; and (vii) prevent any unauthorized access to User Accounts, including by Affiliated Individuals who have not become Registered Individuals, and by Registered Individuals who are not associated with a given User Account. Registered Contractor and all Registered Individuals with access to a User Account shall comply with all terms and conditions governing the use of such User Account, its functionality and its content. SHARING USER ACCOUNT ACCESS CREDENTIALS WITH UNAUTHORIZED PERSONS OR ENTITIES, INCLUDING UNAUTHORIZED AFFILIATED INDIVIDUALS AND UNAUTHORIZED REGISTERED INDIVIDUALS, IS STRICTLY PROHIBITED, AND MAY RESULT IN IMMEDIATE PERMANENT TERMINATION OF REGISTERED CONTRACTOR AND/OR ALL OF ITS AFFILIATED INDIVIDUALS AND REGISTERED INDIVIDUALS FROM ALL SERVICES OFFERED BY ALL RENOVATE AMERICA ENTITIES.

1.5. Property Owner (Consumer) Personally Identifiable Information

1.5.1. Registered Contractor and its Affiliated Individuals recognize that Property Owners may be required to provide their personally identifiable information (“PII”) to Renovate America Entities to apply for a Financing Product. If required by a Renovate America Entity, Property Owners may be required to provide their PII to a Renovate America Entity directly and not through Registered Contractor or its Affiliated Individuals. In such cases, Registered Contractor shall not, and shall ensure that its Affiliated Individuals do not, request, obtain, save, use or otherwise access the PII of any Property Owner who has applied or will apply for any Financing Product.

1.6. Renovate America May Inspect Improvements and Installations.

1.6.1. Renovate America reserves the right to perform independent on-site validation(s) of any Improvement related to a Financing Product even if permit inspections have already been completed. If a validation visit is required, Renovate America will schedule any such on-site validation visit with the Property Owner.

1.6.2. Registered Contractor understands and agrees that Renovate America reserves the right to review and verify all information provided by Registered Contractor, its Affiliated Individuals, and any other individuals or entities (including, without limitation, Property Owners) with respect to goods provided and/or services performed by Registered Contractor related to a property owned by a Property Owner (“Home Improvement Project”).

1.7. Sales and Marketing Representations

1.7.1. Registered Contractor affirms receipt of and familiarity with, and agrees to abide by, all applicable terms and provisions of the Renovate America Marketing Guidelines (the “Marketing Guidelines”), as such Marketing Guidelines exist from time to time. A current copy of the Marketing Guidelines may be found at <https://www.renovateamerica.com/contractors/Contractor-Marketing-Guidelines>. The Marketing Guidelines may change from time to time. By continuing to introduce and/or access any Financing Products, Contractor agrees to the then-current version of the Marketing Guidelines.

1.7.2. Registered Contractor agrees it will not purchase, own, acquire, buy leads, or receive any benefit, from websites (URLs), social media accounts, or other media containing the names HERO, Renovate America, Benji, Benji Financing, or any other site, webpage, or social media account that a Renovate America Entity finds to be unacceptable, and if Registered Contractor has any such interest, it shall immediately terminate and relinquish it. For the avoidance of doubt, the prohibition described in the immediate preceding sentence does not apply to websites (URLs), trademarks, or other intellectual property assets of a Renovate America Entity, the use of which Renovate America has expressly authorized in writing.

- 1.7.3. Renovate America prohibits the use of information of or regarding any Renovate America Entity or Financing Product when generating leads and Registered Contractor agrees it shall not use the information of or regarding any Renovate America Entity or Financing Product when generating leads, unless expressly authorized to do so by Renovate America in writing. This prohibition applies to (but is not limited to) use by all lead generation and marketing companies, and by Registered Contractors. In addition to other remedies that Renovate America may seek (including but not limited to termination of a Registered Contractor from participation with any or all Financing Products and of the Agreement), any Registered Contractor who violates this provision shall be liable for all representations made by any such person, company, agency or firm.
- 1.7.4. Renovate America reserves the right to review and approve, or require changes to, any and all advertising, marketing, or promotional copy or material which references any Renovate America Entity or Financing Product which is developed or used by Registered Contractor or any other entity or individual acting on behalf of Registered Contractor. Renovate America may also notify Registered Contractor of any additional items and require changes at any time at its sole discretion. Renovate America may also require the Contractor to submit copy and materials for pre-approval.
- 1.7.5. Registered Contractors may only use the logo of a Renovate America Entity or Financing Product (e.g., the HERO Registered Contractor logo or Benji Registered Contractor logo) in accordance with the terms hereof and any other applicable requirements established by any Renovate America Entity, including the requirements set forth in the Marketing Guidelines. No other Renovate America Entity or Financing Product-related logo may be used.

1.8. Fee Programs

- 1.8.1. In order to enable more favorable terms to Property Owners who select a Financing Product, Registered Contractor hereby agrees to pay any applicable fees to a Renovate America Entity (“Contractor Fees”) as part of a fee program offered by a Renovate America Entity (a “Contractor Fee Program”) in exchange for a reduction of the financing costs associated with a given Financing Product. Renovate America and Registered Contractor recognize that the aggregate costs of administering the participation of all Registered Contractors under these Terms and Conditions are reduced by those Registered Contractors whose performance exceeds the compliance requirements of Renovate America. To incentive Registered Contractor to maximize its performance with respect to compliance, Renovate America may permit Registered Contractor to earn rebates to partially offset fees paid to a Renovate America Entity as part of a Contractor Fee Program, based on Registered Contractor’s demonstrated ability to prevent and promptly resolve instances of Property Owner dissatisfaction.
- 1.8.2. Registered Contractor shall pay any applicable Contractor Fees in accordance with the then-current schedule of rates and terms as published by the respective Renovate America Entity from time to time (the “Rate Schedule”). All Rate Schedules may be updated by the respective Renovate America Entity in its sole discretion, and shall be made available to Registered at any time upon request, or otherwise published or communicated by the respective Renovate America Entity in any manner it considers reasonable.
- 1.8.3. Registered Contractor and Renovate America acknowledge and agree that Contractor Fees paid to a Renovate America Entity are equivalent to seller’s points paid by Registered Contractor (as the seller of goods and services to Property Owners) to the respective Renovate America Entity (as the provider or facilitator of one or more Financing Products made available to Property Owners for the purchase of such goods and services), in order to facilitate the extension of one or more Financing Products at the terms offered by such Renovate America Entity.
- 1.8.4. Prior to participating in any Contractor Fee Program, Registered Contractor may select one of the rate plans offered by the applicable Renovate America Entity for which Registered Contractor qualifies (a “Rate Plan”), as disclosed in the applicable Rate Schedule. If Registered Contractor does not select a Rate Plan, the Rate Plan with the lowest applicable Contractor Fee as of the date Registered Contractor begins to participate in the applicable Contractor Fee Program shall apply to Registered Contractor by default. All Home Improvement Projects for which Registered Contractor pays a Contractor Fee to a Renovate America Entity (“Contractor Fee Projects”) shall be subject to the rates and terms associated with the Rate Plan selected by Registered Contractor. Once Registered Contractor has begun participating in a Contractor Fee Program, Registered Contractor may request an alternative Rate Plan for which it otherwise qualifies. Approval of such request shall be at the sole discretion of the applicable Renovate America Entity, and shall be subject to any procedures established by such Renovate America Entity from time to time.
- 1.8.5. Renovate America shall determine the manner and form in which the Contractor Fee is assessed and paid, including but not limited to determining the method and timing of Contractor Fee payments, which may be deducted from any amounts otherwise due to Registered Contractor.

- 1.8.6. With respect to each Contractor Fee Project, Registered Contractor agrees not to include, add, charge, or otherwise transfer the cost of any Contractor Fee (or any other fee paid to a Renovate America Entity) to the respective Property Owner, whether by increasing the price of goods and services provided to the Property Owner, by otherwise charging or seeking reimbursement from the Property Owner, or by any other method. Registered Contractor agrees that transferring the cost of the Contractor Fee for a given Contractor Fee Project to the respective Property Owner shall constitute a material breach of these Terms and Conditions. Renovate America may require, at any time and in its sole discretion, that Registered Contractor submit invoices and other underlying documentation substantiating the cost associated with Registered Contractor's Contractor Fee Projects.
- 1.8.7. Registered Contractor agrees to maintain a contractor quality rating ("Quality Rating") of at least "Satisfactory," as determined by Renovate America in accordance with its procedures. For purposes of these Terms and Conditions, "Quality Rating" refers to Registered Contractor's rating with respect to meeting or exceeding the compliance requirements of Renovate America. Failure to maintain Quality Rating of at least "Satisfactory" may result in Registered Contractor's termination from a Contractor Fee Program.
- 1.8.8. In exchange for complying with these Terms and Conditions, Registered Contractor shall be eligible to earn resource efficiency rebates ("Resource Efficiency Rebates") based on its Quality Rating, of a value not to exceed a portion of the value of any Contractor Fees paid to Renovate America during a period defined by Renovate America ("Performance Period"), in accordance with any procedures established by Renovate America. Such Resource Efficiency Rebates shall be calculated based on the value of Contractor Fee Projects completed by Registered Contractor and financed through the HERO Program. A minimum number of completed Contractor Fee Projects per quarter is required to calculate a valid Quality Rating. Renovate America shall provide, or cause to be provided, Resource Efficiency Rebates to Registered Contractor in accordance with a Resource Efficiency Rebate Schedule, which Renovate America may modify from time to time in its sole discretion. A copy of the Resource Efficiency Rebate Schedule will be made available to Registered Contractor. Without limiting any remedies otherwise available hereunder, any violations of these Terms and Conditions may result in the forfeiture of any accumulated Resource Efficiency Rebates that have not been redeemed by Registered Contractor, which shall be subject to Renovate America's discretion.
- 1.8.9. The terms of this Section 1.8 shall supersede any and all existing HERO Contractor Fee Program Agreement(s) between Registered Contractor and Renovate America.

1.9. Registered Contractor Code of Conduct

- 1.9.1. Registered Contractor and all Affiliated Individuals (and any other individuals or entities acting on behalf of Registered Contractor, to the extent such individuals or entities are engaged in activities to which this Code of Conduct applies) shall:
 - 1.9.1.1. Only perform installation of Improvements in accordance with applicable Licensing Board licensing rules and regulations and applicable law and regulations.
 - 1.9.1.2. Conduct business with Property Owners on a legal, respectful, ethical, fair and equitable basis.
 - 1.9.1.3. Ensure that all individuals who interact with Property Owners on behalf of a Registered Contractor present identification (as determined by Renovate America) establishing their affiliation with a Registered Contractor upon initial contact with a Property Owner, whether such contact occurs in connection with canvassing, sales, service or any other occasion upon which such individuals enter onto a Property Owner's premises.
 - 1.9.1.4. Comply with all procedures and other requirements set forth by Renovate America with respect to providing Property Owners with information or documentation related to any Financing Product.
 - 1.9.1.5. NOT increase the price of any Improvements or services provided to Property Owners in the amount of or as a result of any fee charged to the Registered Contractor by a Renovate America Entity.
 - 1.9.1.6. Ensure that the amount of PACE financing obtained by a Property Owner for any Home Improvement Project does not exceed the lowest approval amount provided to the Property Owner from all PACE financing sources to which Property Owner has applied with respect to such Home Improvement Project.
 - 1.9.1.7. Present the Completion Certificate for signature to the Property Owner only after completion of the Home Improvement Project and when the Property Owner is satisfied and is ready for the Renovate America Entity providing the Financing Product to release funds to the Registered Contractor.

- 1.9.1.8. Always seek to provide high value Improvements and services best suited to a Property Owner's request or needs.
- 1.9.1.9. Install Improvements for reasonable, market-based prices that are within industry price guidelines.
- 1.9.1.10. Protect Property Owners, especially those in protected classes such as elders, from and against any exercise of undue influence that could lead to adverse purchasing, pricing and financing decisions.
- 1.9.1.11. Maintain active, participating and good standing status as a member of all applicable Licensing Boards, and participate in continuing education in its/his/her chosen area of expertise, as well as in the Renovate America requirements, policies and procedures.
- 1.9.1.12. Execute a written home improvement contract with the Property Owner which complies with any and all applicable Licensing Board guidance and laws with the Property Owner stating all proposed work and services.
- 1.9.1.13. Obtain all legally required building permits, on behalf of the Property Owner, and follow through in obtaining sign off or approval from any authority with jurisdiction over any of Registered Contractor's Home Improvement Projects.
- 1.9.1.14. Use sound and legally compliant hiring practices, including but not limited to conducting credit and background and screening checks on all employees, temporary staff, contract employees, subcontractors and third party associates to assure that such persons comply with Registered Contractor's legal and ethical obligations described in these Terms and Conditions.
- 1.9.1.15. Complete any and all training required by any Renovate America Entity.
- 1.9.1.16. Provide Renovate America training (as requested by Renovate America) for all employees, subcontractors and third party associates of Registered Contractor.
- 1.9.1.17. Maintain and provide Renovate America with copies of requested documents that relate to Home Improvement Projects financed by or through a Renovate America Entity, as well as documents that relate to Registered Contractor certifications, licenses, or insurance/bonding.
- 1.9.1.18. Act in good faith to promptly notify Renovate America of any complaint or grievance that a Property Owner has raised with the Registered Contractor, and promptly resolve any complaint or grievance that a Property Owner has raised with any Renovate America Entity, Registered Contractor and/or any government entity, association or other entity associated with a Property Assessed Clean Energy ("PACE") program or other Financing Product.
- 1.9.1.19. Document and retain records regarding the resolution of all Property Owner disputes with a Registered Contractor for Renovate America's review and assessment.
- 1.9.1.20. Comply with the letter and the intent of all provisions of relevant federal, state and local laws, ordinances and regulations, including (without limitation), if doing business in California, the California Business and Professions Code.
- 1.9.1.21. Comply with all local, state and federal marketing and telemarketing laws, regulations and rules, including but not limited to the Telephone Consumer Protection Act and the Truth in Lending Act.
- 1.9.1.22. With respect to elderly homeowners 65 years of age or older (and without limitation of other obligations hereunder), (a) fully disclose and not misrepresent applicable information about the Improvements and installation services, (b) not engage in unfair, deceptive or abusive acts or practices, and (c) not discriminate based on age regarding any aspect of the services performed.
- 1.9.1.23. Inform Property Owners of all financing options that are available to them and present Property Owners with all approvals of which the Registered Contractor is aware for Financing Products for which the Property Owner applied.
- 1.9.1.24. Not provide, or appear to provide, tax advice to Property Owners, including, if applicable, with respect to any aspect of HERO Program financing. If asked about the tax aspects of any Financing Product, Registered Contractor and its Registered Individuals should advise Property Owners to consult their tax advisor.

- 1.9.1.25. Not contradict when communicating with Property Owners any terms regarding any Financing Product, including, with respect to HERO Program financing, that such financing is to be an assessment levied against the Property Owner's property, that administration fees and interest will apply and that the maximum term of the financing depends upon the useful life of the Improvements selected and the state where the Improvement(s) are installed, and may be 5, 10, 15, 20, or 25 years, and that the Property Owner can select a term which is less than or equal to the maximum for the Improvement. Registered Contractor must refer any question regarding the HERO Program terms to the HERO Program call center.
- 1.9.1.26. When asked by a Renovate America Entity, present Property Owners with the full and complete set of applicable financing documents, which, with respect to HERO Program financing, include all pages of the Assessment Contract, Application, Financing Summary, and such other HERO Program documents as are intended to be made available to Property Owners. Any Property Owner questions regarding HERO financing should be directed to Renovate America for response.
- 1.9.1.27. Analyze accurately each Property Owner's energy usage, and anticipated energy savings likely to result from any Improvement, following standards that can withstand independent, third party review and analysis.
- 1.9.1.28. Comply with all Improvement eligibility requirements of the Renovate America Entities.
- 1.9.1.29. Install Improvements for reasonable, market-based prices that are within industry price guidelines and that do not exceed the HERO Program maximum guidelines.
- 1.9.1.30. Conduct business in accordance with prudent industry standards and in good faith in consideration of the characteristics of all Financing Products offered by the Renovate America Entities, including the private-public partnership nature of the HERO Program.

1.10. Violation of Registered Contractor Terms and Conditions

- 1.10.1. If in its sole discretion Renovate America concludes that a Registered Contractor has violated these Terms and Conditions, it may terminate, suspend, take other remedial action, or seek any and all available legal and equitable remedies regarding these Terms and Conditions and the Registered Contractor's ability to introduce any Financing Product. Renovate America shall have the right to notify any and all entities participating in or otherwise related to the PACE industry of any violations of these Terms and Conditions, and any actions that Renovate America has taken against a Registered Contractor, including but not limited to its suspension or termination of a Registered Contractor from participation in any program or provision of Financing Products. Renovate America shall have the right to offset any amounts otherwise due to Registered Contractor. Renovate America reserves the right to seek legal and equitable remedies against any Registered Contractor who violates these Terms and Conditions or any local, state or federal law. The Registered Contractor agrees to waive any and all claims for damages against any Renovate America Entity, its individual representatives, Property Owners and any government entity associated with a Renovate America Entity or the PACE industry, including but not limited to the loss of anticipated profits, resulting from termination or suspension of the Agreement. In addition, Registered Contractor acknowledges that violations of the Agreement could cause irreparable harm to all Renovate America Entities, for which monetary damages may be difficult to ascertain or which may be an inadequate remedy. Registered Contractor therefore agrees that Renovate America will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of the Agreement.
- 1.10.2. Registered Contractor and Renovate America acknowledge and agree that each of the following circumstances constitutes a breach of these Terms and Conditions by Registered Contractor, that Renovate America will sustain substantial damages as a result of each such breach, and that such damages are difficult to quantify: (i) the failure to install an Improvement for which funds have been disbursed by a Renovate America Entity to Registered Contractor; (ii) the installation of an Improvement that either (a) is not eligible to be financed by the Financing Product under which funds have been disbursed by a Renovate America Entity to Registered Contractor or (b) does not match the description of the Improvement provided to such Renovate America Entity by Registered Contractor; (iii) installation workmanship that is sufficiently deficient as to impair the performance of an Improvement for which funds have been disbursed by a Renovate America Entity to Registered Contractor; and (iv) the performance of any installation work in violation of any applicable laws or regulations, including, without limitation, any licensing or permitting requirements, in connection with an Improvement for which funds have been disbursed by a Renovate America Entity to Registered Contractor. Upon the occurrence of any of the foregoing breaches, Registered Contractor agrees to promptly compensate Renovate America (or a designee thereof) in an amount equal to the principal amount of the corresponding Financing Product (i.e., with respect to the HERO Program, the principal amount of the assessment contract). Such amount may be obtained by Renovate America in accordance with Section 1.20. If Registered Contractor does not promptly compensate Renovate America, Renovate America may pursue any and all available legal remedies to recover such amount, and Registered Contractor agrees to pay any and all costs associated with such recovery, including

but not limited to court costs and attorney's fees. Registered Contractor and Renovate America acknowledge and agree that all of Registered Contractor's payment obligations described in this section are intended to serve as liquidated damages to compensate Renovate America for actual damages sustained, not to serve as a penalty or a punishment of Registered Contractor.

1.10.3. While the following list of violations or unacceptable conduct is not exhaustive, it identifies conduct that could lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose a Registered Contractor to monetary or other damages and remedies:

1.10.3.1. Misrepresentation on the part of a Registered Contractor (including any subcontractor, independent contractor, creative service providers, digital marketers, lead generators or third party agent) regarding a Renovate America Entity or Financing Product, including, but not limited to, financing terms, the performance of Improvements or savings that Improvements may generate.

1.10.3.2. Misuse or unauthorized use of any copyright, trade secret, trademark, patent or other intellectual property associated with or owned by a Renovate America Entity or Financing Product.

1.10.3.3. Failure to comply with any of these Terms and Conditions of the Agreement (including any addenda hereto and any documents referenced herein), or the Renovate America processes which are defined in by materials provided by a Renovate America Entity.

1.10.3.4. Criminal activity, unethical conduct and/or any act of fraud in conjunction with any activities related to a Renovate America Entity or a Financing Product.

1.10.3.5. Increasing the price of Improvements or services or arranging Financing Products such that money is paid to or received by a Property Owner from a surplus resulting from funding that exceeds the costs directly associated with the installation of Improvements.

1.10.3.6. Unethical misconduct reported by a Property Owner or discovered by a Renovate America Entity.

1.10.3.7. Association with, or engaging any person or entity, as an employee, subcontractor or independent contractor, which has been suspended or terminated from offering any Financing Products as provided hereunder or is not in good standing with all applicable Licensing Boards.

1.10.3.8. Failure to pay a supplier, subcontractor, independent contractor or third party agent for any reason in a timely manner for any equipment, material or labor associated with a Financing Product resulting in the recordation of, or the threatened recordation of, any mechanics liens against a Property Owner's property.

1.10.3.9. Poor work performance, including work abandonment, incomplete work, poor workmanship, design flaws or damage to property resulting from an installation or other action or inaction or related to an Improvement in connection with a Financing Product.

1.11. Third Party Providers

1.11.1. In addition to complying with the requirements of the Agreement, Registered Contractors agree to comply with all installation, equipment, maintenance and other requirements third parties have established for any Improvements to be installed on a Property Owner's premises and that are associated in any way with a Renovate America Entity or a Financing Product.

1.12. Mechanics Liens

1.12.1. Registered Contractor agrees not to file, record, serve or cause to be filed, recorded or served a mechanics lien against the property of any Property Owner in relation to an Improvement financed by a Financing Product.

1.12.2. Registered Contractor agrees to ensure that its suppliers, materialsmen, subcontractors and laborers do not file, record, serve or cause to be filed, recorded or served a preliminary 20-day notice or mechanics lien (or equivalent) against the property of any Property Owner in relation to an Improvement financed by, or intended to be financed by, a Financing Product. Such efforts shall include, but shall not be limited to, the timely payment to suppliers, materialsmen, subcontractors and laborers for all goods, services or labor furnished in connection with any Improvement financed by, or intended to be financed by, a Financing Product. In the event that a

mechanics lien is filed, recorded, served or caused to be filed, recorded, or served by any of Registered Contractor's suppliers, materialsmen, subcontractors or laborers, Registered Contractor agrees to promptly cause such mechanics lien to be extinguished. Registered Contractor hereby agrees that, if for any reason whatsoever, Registered Contractor fails to promptly cause such mechanics lien to be extinguished, Registered Contractor shall pay to Renovate America (or a designee thereof) the amount associated with the mechanics lien, for the purpose of extinguishing the mechanics lien. Renovate America may collect such payment in accordance with Section 1.20.

1.13. Business Licenses

1.13.1. Registered Contractor must obtain all business licenses that any jurisdiction in which it will be performing work may require.

1.14. Direct Payments

1.14.1. Any payment made by a Property Owner to a Registered Contractor that is related to any Improvement or service, but is not related to a Financing Product and is made without the participation of a Renovate America Entity, shall be distinct and separate from any Financing Product provided to such Property Owner, shall be the sole responsibility and liability of the Registered Contractor, and no Renovate America Entity will have any responsibility or liability in relation to such payment.

1.14.2. Registered Contractor agrees that any Renovate America Entity may designate any third party as payee of any amounts otherwise due to Registered Contractor in accordance with the procedures or terms of any payment program offered by any Renovate America Entity, in which the Registered Contractor participates.

1.15. Insurance

1.15.1. Throughout the term of the Agreement, the Registered Contractor will procure and maintain adequate levels, as determined by Renovate America in its sole discretion, of Commercial form General Liability, Business Automobile Liability, Workers' Compensation and Employers' Liability insurance. If the Registered Contractor is providing professional design, engineering or other professional services (including Design-Build), it shall maintain Professional Liability/Errors and Omissions insurance covering liability arising out of error, omission, or negligent act in the performance, or lack thereof, of professional services contemplated under the Agreement.

1.15.2. Minimum levels are: (i) Commercial form General Liability: \$2,000,000 General Aggregate; \$1,000,000 Each Occurrence – combined single limit for bodily injury and property damage; (ii) Business Automobile Liability: \$1,000,000; (iii) Workers' Compensation and Employers' Liability: \$1,000,000; (iv) Professional Liability/Errors and Omissions: \$1,000,000.

1.16. Intellectual Property

1.16.1. All intellectual property (whether patent, copyright, trademark, trade secret, know-how or other rights) provided, shared or otherwise made available by a Renovate America Entity or any of their respective representatives to Registered Contractor shall remain the sole and exclusive property of such Renovate America Entity. In no event shall Registered Contractor reproduce or use any items developed by a Renovate America Entity or any of its respective representatives without their prior permission.

1.17. Legal Authority

1.17.1. Registered Contractor's signatory to the Agreement hereby certifies possession of the legal authority to execute the Agreement.

1.18. Disclaimer of Liability

1.18.1. Registered Contractor is responsible for performing the evaluation and technical feasibility of any design, system, appliance, or measure installed as to its operational capability and reliability. All Renovate America Entities disclaim any, and assume no, liability with respect to, the quality, safety, performance, or other aspect of any design, system, appliance, or any Improvement installed pursuant to the Agreement. Registered Contractor is not and shall not be construed as an agent or representative of Renovate America Entities in any context, matter, or proceeding, and shall not act on behalf of (or purport to act on behalf of) any Renovate America Entity in any way whatsoever.

1.18.2.No Renovate America Entity guarantees that any Property Owner will select a specific Registered Contractor or Improvements. Additionally, no Renovate America Entity can guarantee that the Registered Contractor will be paid if it fails to satisfy the Property Owner’s needs or to meet the requirements hereunder or related to a Financing Product. For the avoidance of doubt, a Registered Contractor must satisfy the Property Owner(s) requirements before a Renovate America Entity will release funds.

1.18.3.The Renovate America Entities and each of their principals, affiliates, agents, and any governmental entities associated with a Financing Product and any party, other than the Property Owner and the Registered Contractor, shall have no responsibility of any kind for the payment of compensation for work, service or goods provided in connection with a Financing Product.

1.19. Indemnification

1.19.1.At its sole cost and expense, each Registered Contractor shall indemnify and hold harmless (and, at the request of any Renovate America Entity, defend) the Renovate America Entities and each of their officers, directors, shareholders, agents, contractors, employees, affiliates and their respective successors and assigns, against any and all liability, claims, losses, costs (whether internal or external), expenses, penalties, fines, forfeitures, judgments and damages, including attorneys’ fees and costs, both direct and indirect, by whomsoever asserted, arising out of or in connection with (i) any matter which is a subject of or related to a Financing Product, including but not limited to the installation (or lack thereof) of any Improvement, or (ii) any act or omission of the Registered Contractor, its agents, employees, contractors, subcontractors and/or suppliers, in the performance of the work under the Agreement or a Financing Product, whether intentional or negligent, active or passive, or (iii) the Registered Contractor’s breach of any provision of the Agreement.

1.20. Payment Authorization

1.20.1.Registered Contractor hereby authorizes each and every Renovate America Entity to initiate credit and debit entries (including Automated Clearing House (“ACH”) entries) and to initiate, if necessary, debit or credit entries and adjustments for any debit or credit entries in error, to any and all of Registered Contractor’s checking and/or savings accounts for which information is provided to any Renovate America Entity. In the event that any such account lacks sufficient funds for any debit from any Renovate America Entity, Registered Contractor agrees that it will compensate such Renovate America Entity for the entire amount of the debit, including any applicable collection expenses and attorney’s fees associated with such Renovate America Entity’s attempt to collect such amount. Registered Contractor is solely responsible for any overdraft charges or other fees that its banking institution may assess in connection with transfers initiated pursuant to these Terms and Conditions. No Renovate America Entity shall be liable for any damages resulting from any transaction it initiates pursuant to these Terms and Conditions.

1.20.2.Any payment obligation or other liability of Registered Contractor (a “Payment Obligation”) shall be satisfied by any of the following (at Renovate America’s discretion): (i) Registered Contractor delivering to a Renovate America Entity on terms acceptable to the Renovate America Entity a cashier’s check or money order in the full amount of such Payment Obligation to an address designated by the Renovate America Entity, (ii) Registered Contractor initiating on conditions acceptable to a Renovate America Entity an ACH credit entry to an account designated by the Renovate America Entity, or (iii) a Renovate America Entity initiating an ACH debit entry to an account of Registered Contractor. Registered Contractor hereby authorizes each and every Renovate America Entity to initiate ACH debit entries to any and all of Registered Contractor’s accounts for which information has been provided to any Renovate America Entity, to satisfy any Payment Obligation or liability or other remedy available to any Renovate America Entity hereunder. The authorization herein is irrevocable so long as the Agreement is in effect. Registered Contractor agrees to be bound by NACHA rules as in effect from time to time.

1.21. Waiver

1.21.1.No provision of the Agreement may be waived unless agreed to by Renovate America in writing. Failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under the Agreement.

1.22. Governing Law and Venue

1.22.1.The Agreement and these Terms and Conditions shall be governed by the laws of the State of California, except to the extent the property assessed clean energy law of a specific state is directly applicable. Any action hereunder must be instituted and proceed in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California).

1.23. Audit

1.23.1. Upon at least five (5) calendar days' prior written notice to Registered Contractor, Renovate America may, at its expense, audit Registered Contractor's records relating to Registered Contractor's compliance with applicable laws, regulations and these Terms and Conditions.

1.24. Equal Opportunity

1.24.1. Registered Contractor agrees to operate its business in compliance with all state and federal laws regarding employment and the fair provision of its services. Registered Contractor expressly agrees not to discriminate in the course or conduct of its business based on race, creed, ethnicity, religion, national origin, gender, sexual orientation, or age.

1.25. Severability

1.25.1. If any provision under the Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

1.26. Compliance with Law and Agreement

1.26.1. Renovate America may periodically require Registered Contractor to sign an attestation affirming compliance with all federal and state laws, rules and regulations, including without limitation those related to the installation of Improvements, and, if applicable, those related to the delivery to Property Owners of a three (3) day right of rescission, as well as with the terms of the Agreement. Failure to sign any required attestation may result in Registered Contractor's permanent termination from all services offered by all Renovate America Entities.

1.27. Termination

1.27.1. Renovate America may terminate, or for any duration suspend, the Agreement and Registered Contractor's ability to introduce a Financing Product, without cause at any time and for any reason. Registered Contractor agrees to waive any and all claims for damages against all Renovate America Entities and each of their representatives, including but not limited to loss of anticipated profits, resulting from such Registered Contractor's suspension or termination.

1.28. Assignment.

1.28.1. Registered Contractor may not assign the Agreement, these Terms and Conditions, any rights hereunder, any obligations hereunder, or its registration with Renovate America, without Renovate America's prior written consent.

1.29. Confidentiality.

1.29.1. **Confidential Information.** By virtue of this Agreement, Contractor (whether having been approved as a Registered Contractor or not) may have access to one or more Renovate America Entity's Confidential Information related thereto. "Confidential Information," as used in this Agreement, means any and all information of or regarding a Renovate America Entity that is disclosed orally, visually, electronically, or in writing, and any and all information of or regarding Renovate America Entity of any nature described in this Agreement as confidential or that reasonably should be understood to be confidential, including (without limitation) the terms and conditions of this Agreement. Contractor shall only disclose Confidential Information to its employees, consultants and agents who need to know such information solely for the purpose of performing as a Registered Contractor hereunder or to its advisors, accountants, or attorneys, provided that any such third parties shall, before they may access such information, either (a) execute a binding agreement to keep such information confidential or (b) be subject to a professional obligation to maintain the confidentiality of such information and Contractor shall be responsible for any breach of the Agreement by those entities or persons with whom it has disclosed Confidential Information pursuant to this Agreement or otherwise.

1.29.2. **Exclusions.** Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of Contractor; (b) was in Contractor's lawful possession prior to the disclosure; (c) is rightfully disclosed to Contractor by a third party without restriction on disclosure; or (d) is independently (and without reference to Confidential Information) developed by Contractor, which independent development can be shown by written evidence.

- 1.29.3. **Use and Nondisclosure.** Contractor shall not make Confidential Information (including the terms and conditions of the Agreement) available to any third party for any purposes other than exercising its rights and performing its obligations under the Agreement. Contractor shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement, but in no event will it use less effort to protect the Confidential Information than it uses to protect its own confidential information of like importance. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law, provided that before disclosing such information, Contractor must provide Renovate America with sufficient advance notice of the request or requirement for the information to enable Renovate America to exercise any rights it may have to challenge or limit disclosure of the Confidential Information (to the extent allowed by law). Without limiting any other provision of this Section 1.29, and for avoidance of doubt, Contractor shall not share, disclose, or otherwise make available, Confidential Information to any competitor of a Renovate America Entity.
- 1.29.4. **Contractor Information.** Renovate America may, but shall not be obligated to, disclose to any third party any information, including confidential or proprietary information of Contractor, that in any way relates to or is obtained from Contractor.
- 1.29.5. **Survival.** This Section 1.29 shall survive termination of the Agreement.

2. HERO Program Additional Duties & Obligations for Residential Properties

By participating in the HERO Program, Registered Contractor affirms receipt of, familiarity with, and agrees to abide by all applicable terms and provisions reflected in Section 1 above and this Section 2 of the Terms and Conditions and the HERO Program Registered Contractor Participation Agreement Reference Materials (the “Reference Materials”), as such Reference Materials exist from time to time. A current copy of the Reference Materials may be found at <https://www.heroprogram.com/reference-material>. The Reference Materials may change from time to time. By continuing to participate in the HERO Program, Contractor agrees to the then-current version of the Reference Materials.

2.1. HERO Program Overview

- 2.1.1. The HERO Program provides financing to Property Owners for the installation of eligible energy, renewable energy and, where allowed under state law, water efficiency systems and other Improvements allowed under applicable state law that are permanently affixed to properties that the HERO Program lists on its Eligible Product List, or that the HERO Program in advance as a custom product. Through the HERO Program, an assessment is levied against a participating property and will be repayable through regular payments over the term of the Assessment. The period of repayment is tied to the useful life of Improvements, which ranges from 5 to 25 years, depending on the state and Improvements.
- 2.1.2. Contractors who register with Renovate America shall be entitled to participate in the HERO Program wherever they are authorized to operate, provided that such Contractors comply with the terms of the Agreement. Improvement eligibility may differ based on the HERO Program requirements for each political subdivision (e.g., municipality, county, state or joint powers authority) in which it is authorized to operate. Registered Contractors must refer to and comply with the political subdivision-specific HERO Program requirements, as applicable.
- 2.1.3. The HERO Program offers onsite financing approval for those who meet the eligibility criteria. If the Property Owner is interested in the HERO Program, it will submit an application for financing directly to Renovate America. The Contractor must have a separate home improvement contract with the Property Owner stating all proposed work and services. Performance of the construction contract shall be the responsibility solely of Contractor and Property Owner, as applicable. The HERO Program funds Home Improvement Projects at the conclusion of the work upon receipt of the HERO Program Completion Certificate and required attachments.
- 2.1.4. The HERO Program is provided to the community by local municipalities, cities, counties, state and other government authorities at their discretion. It is the responsibility of every Registered Contractor to represent the HERO Program in an accurate and responsible way. Failure to do so is grounds for termination of a Registered Contractor’s right to introduce the HERO Program to Property Owners.
- 2.1.5. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR AND MUST INDEPENDENTLY CHOOSE AND CONTRACT WITH THE CONTRACTORS TO WORK ON THE INSTALLATION OF THEIR IMPROVEMENTS. THE ISSUER OF MUNICIPAL BONDS (“ISSUER”), RENOVATE AMERICA AND EACH OF THE ENTITIES WHICH SUPPORT THE ISSUER, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL NOT AND DO NOT: (I) ASSUME ANY RESPONSIBILITY FOR THE SELECTION BY PROPERTY OWNERS OF CONTRACTORS WHO REGISTER WITH THE HERO PROGRAM OR ANY OTHER PERSON INVOLVED WITH THE INSTALLED IMPROVEMENTS, (II) GUARANTEE, WARRANT OR OTHERWISE INSURE THE COMPLETION OF THE INSTALLATION OF THE IMPROVEMENTS, OR THE

OPERATION OF THE IMPROVEMENTS, OR (III) WARRANT THE DESIGN OF SUCH IMPROVEMENTS, OR THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF THE IMPROVEMENTS.

2.2. Improvements which are Eligible for HERO

- 2.2.1. All installed Improvements which are financed by the HERO Program must either be listed on the specific HERO Program's Residential Eligible Product List (and meet the minimum specifications described therein), OR be approved in advance as a custom product. Registered Contractors may only install Improvements that are eligible under the HERO Program that are listed in the HERO Completion Certificate related to the property for which HERO Program financing is sought.
- 2.2.2. HERO Program financing does not cover Home Improvement Projects that have already been completed before the Property Owner has submitted a HERO Program financing application.

2.3. Renovate America May Monitor Improvements and Installations

Renovate America reserves the right to perform online monitoring of any installed renewable energy systems' generation data, if applicable, as well as the tracking of energy consumption impacts and utility usage for any installed/financed Improvement via property utility bill data.

2.4. Sales and Marketing Representations

Registered Contractors, including their Affiliated Individuals (e.g., employees, independent contractors, subcontractors and third party affiliates) shall not present themselves as agents, representatives or affiliates of the HERO Program or of any government agency or entity associated with the HERO Program, other than as an independent contractor registered with Renovate America. Registered Contractors shall always clearly include their company name on all marketing materials, sales or call scripts, and uniforms, and do so in a way that will not create confusion with the HERO Program or any government agency or entity associated with the HERO Program.

2.5. Additional Violations of Registered Contractor Participation Agreement

- 2.5.1. While the following list of additional violations or unacceptable conduct is not exhaustive, it identifies conduct that could lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose Registered Contractor to monetary damages:
 - 2.5.1.1. The misuse or unauthorized use of any copyright, trade secret, trademark, patent or other intellectual property associated with or owned by any governmental entity associated with or in negotiations to be associated with the HERO Program is a violation of the Terms and Conditions and would lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose the Registered Contractor to monetary damages.
 - 2.5.1.2. Violation by Registered Contractor of the terms of the Reference Materials is a violation hereunder and may lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose the Registered Contractor to monetary damages.

2.6. Indemnification

At its sole cost and expense, each Registered Contractor shall indemnify and hold harmless (and, at the request of any Renovate America Entity, defend) the participating, governing entities, cities and municipalities sponsoring the HERO Program and each of their officers, directors, shareholders, agents, contractors, employees, affiliates and their respective successors and assigns, against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorneys' fees and costs, both direct and indirect, by whomsoever asserted, arising out of or in connection with (i) any matter which is a subject of the HERO Program, including but not limited to the installation of any Improvements that are eligible under the HERO Program, or (ii) any act or omission of the Registered Contractor, its agents, employees, contractors, subcontractors and/or suppliers, in the performance of the work under the Agreement or the HERO Program, whether intentional or negligent, active or passive, or (iii) the Registered Contractor's breach of any provision of the Agreement.

3. Benji Program Additional Duties & Obligations

Registered Contractor Terms and Conditions

Prior to participating in the Benji program, Registered Contractor shall agree to and sign the terms of that certain Registered Contractor Purchase and Sale Agreement (Retail Installment Sales). The Registered Contractor Purchase and Sale Agreement (Retail Installment Sales) shall not be effective until countersigned by the applicable Renovate America Entity.

TERMS AND CONDITIONS

Set forth herein are the terms and conditions of this Registered Contractor Purchase and Sale Agreement (Retail Installment Sales) under which Personal Energy Finance, Inc. (“Assignee”) may purchase home improvement retail installment contracts from any home improvement contractor that has executed this Agreement (“Registered Contractor”), and certain rights and obligations of the parties in connection with and subsequent to such purchases. Assignee is not required to purchase and Registered Contractor is not required to sell any Contract under this Agreement.

1. DEFINITIONS

As used herein, the following terms shall have the meanings indicated.

“*Agreement*” means this Registered Contractor Purchase and Sale Agreement (Retail Installment Sales), including these terms and conditions, any amendments hereto or modifications hereof under Paragraph 19 of this Registered Contractor Purchase and Sale Agreement (Retail Installment Sales) or which may otherwise from time to time be agreed to in writing by Registered Contractor and Assignee, and any written directions from Assignee to Registered Contractor pursuant to the provisions hereof.

“*Amount Financed*” means the dollar amount of the Home Improvement Project that Buyer agrees to finance and purchase from Registered Contractor, accurately and properly disclosed as such in a given Contract.

“*Annual Percentage Rate*” means the periodic finance charge rate, whether characterized as interest, service charges or time-price differential, that Registered Contractor or Assignee is authorized to apply to the unpaid balance of the Amount Financed under the terms of a Contract, plus any applicable prepaid finance charges assessed in accordance with such Contract and approved by Assignee.

“*Applicant*” means the person or persons seeking to purchase a Home Improvement Project from Registered Contractor and finance all or any portion of the purchase price under a Contract.

“*Application*” means the application for credit submitted by Applicant to Registered Contractor and/or Assignee in the form and manner prescribed by or otherwise acceptable to Assignee.

“*Application Approval*” means approval by Assignee, in its sole discretion, of an Application.

“*Application Approval Period*” means the period of time following Assignee’s notification of a given Approval to Registered Contractor during which Application Approval will remain valid.

“*Approval*” means the combined Application Approval and Purchase Approval that results from an Application.

“*Approval Amount*” means the dollar amount corresponding to a given Approval.

“*Assignment*” means the transfer and assignment by Registered Contractor to Assignee of a given Contract, as reflected on a form provided by Assignee.

“*Buyer*” means the person who purchases individually, or the persons who purchase jointly, a Home Improvement Project from Registered Contractor by entering into a Home Improvement Contract and a Contract in connection with such purchase.

“*Completion Certificate*” means an acknowledgement signed by Buyer that a Home Improvement Project has been completed by Registered Contractor to Buyer’s satisfaction, on a form provided by Assignee.

“*Contract*” means a home improvement retail installment contract executed by Registered Contractor and Buyer, including a promise to pay and disclosure statement, on a form provided by Assignee, that results from an Approval.

“*Contract Documents*” means those documents and instruments that must be delivered to Assignee in connection with each Contract under Paragraph 4(a) of this Agreement and such other documents as Assignee may require.

“*Home Improvement Contract*” means an agreement, in writing, whether contained in one or more documents, between Registered Contractor and Buyer, for the Registered Contractor’s provision of goods and/or performance of services relating to the repair, remodel, alteration, conversion, or modernization of, or the addition to, Buyer’s residential property.

“*Home Improvement Project*” means the goods provided and/or services performed by Registered Contractor, as evidenced in a Home Improvement Contract between Registered Contractor and Buyer, the purchase of which is financed under a Contract.

“*Maximum Amount Financed*” means a dollar amount equal to the Approval Amount most recently communicated to Registered Contractor by Assignee.

“*Minimum Amount Financed*” means a dollar amount equal to the minimum financing amount corresponding to a given plan listed on the Rate Schedule.

“*Payment Obligations*” means the obligations of Registered Contractor to make payments to Assignee or repurchase Contracts pursuant to Paragraph 13 of this Agreement.

“*Purchase Amount*” means the dollar amount at which Assignee agrees to purchase a given Contract from Registered Contractor, equaling the Amount Financed minus the amount of the corresponding Purchase Discount Rate.

“*Purchase Approval*” means the agreement by Assignee to purchase a Contract resulting from a given Approval, subject to the terms and conditions of this Agreement.

“*Purchase Approval Period*” means the period of time following Assignee’s notification of a given Approval to Registered Contractor during which Purchase Approval will remain valid.

“*Purchase Discount Rate*” means a percentage of the Amount Financed discounted from the Purchase Amount, as disclosed on the Rate Schedule.

“*Rate Schedule*” means the current schedule of rates and terms published by Assignee for the purchase of Contracts from Registered Contractor, as may be updated from time to time at Assignee’s sole discretion and as made available to Registered Contractor at any time upon request or as otherwise published or communicated by Assignee in any manner it considers reasonable.

“*Subsequent Application*” means any Application submitted by an Applicant during the Purchase Approval Period.

“*Subsequent Approval*” means any Approval that results from a Subsequent Application.

“*Subsequent Contract*” means any Contract resulting either from the same Approval from which a previously executed Contract had resulted, or from a corresponding Subsequent Approval.

“*Transaction Documents*” means those documents, instruments and records which, under Paragraph 4(b) of this Agreement, are to be retained by Registered Contractor for each Contract.

2. APPROVALS

In accordance with procedures set and implemented and/or modified by Assignee from time to time, Registered Contractor shall transmit or submit for Assignee’s review the following information with respect to each Application for which Registered Contractor seeks Approval:

- a. To the extent that Assignee makes available to Registered Contractor a written or electronic form of Application to obtain and record credit information from or about an Applicant at Applicant’s request to finance the purchase of a Home Improvement Project, all credit information provided by Applicant and appearing on any such form of Application, along with any signatures required of Applicant to properly complete the Application; provided, however, that Assignee may elect instead to obtain all required credit information, or any other such information required by Assignee to complete such Application, directly from Applicant on behalf of Registered Contractor and Assignee;
- b. Description of the Home Improvement Project, in detail considered sufficient by Assignee; and
- c. Such other information or clarification of information as Assignee may request or require as a condition of considering purchase of any Contract from Registered Contractor.

Assignee will promptly process and review information regarding each Application. If Assignee grants Approval, Assignee shall notify Registered Contractor of such Approval and the corresponding Approval Amount. If the Approval is not a Subsequent Approval, the Application Approval Period shall equal thirty (30) calendar days and the Purchase Approval Period shall equal one hundred eighty (180) calendar days. If the Approval is a Subsequent Approval, the Application Approval Period shall equal the lesser of thirty (30) calendar days or the number of days remaining in the existing and unexpired Purchase Approval Period, and the Purchase Approval Period shall equal the number of days remaining in the existing and unexpired Purchase Approval Period.

Registered Contractor shall immediately notify Applicant of each Application Approval, Application Approval Period, and Approval Amount. If, for any reason whatsoever, Assignee determines that Approval will not be granted, it will so notify Registered Contractor and, in addition, Assignee shall take whatever action regarding such declination of the Application as Assignee deems necessary to comply with applicable law, including, without limitation, responding to any Applicant’s inquiry in connection with such declination, and sending an appropriate notice of adverse action directly to the Applicant. Registered Contractor shall not, for any reason whatsoever, communicate to Applicant regarding Assignee’s declination of the Application.

3. CONDITIONS TO PURCHASE AND SALE OF CONTRACTS

Any Contract purchased by and assigned to Assignee from Registered Contractor shall be subject to the following conditions:

- a. The Contract shall be fully and properly completed on a form provided by Assignee, and shall be enforceable against Buyer.

- b. The Buyer shall correspond in all respects to the Applicant identified by and made the subject of the Approval.
- c. The Home Improvement Project, as described in the Home Improvement Contract, shall be accurately reflected in the “Description of Goods and/or Services” section of the Contract.
- d. The “Itemization of Amount Financed” section of the Contract shall be fully and properly completed, and shall accurately reflect an Amount Financed greater than or equal to the Minimum Amount Financed and less than or equal to the Maximum Amount Financed.
- e. The Annual Percentage Rate and Payment Schedule of the Contract shall correspond to a given plan listed on the Rate Schedule.
- f. The Contract shall have been executed by both Buyer and Registered Contractor within the Application Approval Period, or, if the Contract is a Subsequent Contract, within the Purchase Approval Period.
- g. If the Contract is a Subsequent Contract, no previously executed Contract resulting from either (i) the same Approval from which such Subsequent Contract resulted, or (ii) an Approval corresponding to and preceding the Subsequent Approval from which Subsequent Contract resulted, has been purchased by and assigned to Assignee.
- h. The Home Improvement Project shall have been completed and unconditionally accepted by Buyer, as reflected on a fully and properly completed and signed Completion Certificate, and submitted to Assignee, prior to the expiration of the Purchase Approval Period; provided, however, that Assignee may waive this condition at any time in its sole discretion.
- i. The residence at which goods are provided and/or services are performed by Registered Contractor shall be permanently affixed to the residential property that is subject to the Home Improvement Contract, at the time such goods are provided and/or services are performed.
- j. An Assignment corresponding to the Contract shall have been fully and properly completed and signed by Registered Contractor, and submitted to Assignee, prior to the expiration of the Purchase Approval Period.
- k. Each of the representations, warranties and covenants set forth in Paragraph 4 of this Agreement shall be true and correct.
- l. No event has occurred which would be a default under Paragraph 14 of this Agreement or, with the passage of time, giving of notice, or both, would be a default under Paragraph 14 of this Agreement.
- m. There are no complaints, disputes or claims by the Buyer of any nature whatsoever that have not been finally resolved.
- n. Assignee may elect, in its sole discretion, to accept from Registered Contractor, subject to any limitations imposed by applicable law, (i) a Contract reflecting an Amount Financed less than the Minimum Amount Financed and greater than the Maximum Amount Financed, or (ii) a Contract for which corresponding Contract Documents have not been delivered within the applicable Purchase Approval Period.

4. REGISTERED CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO EACH CONTRACT

To induce Assignee to purchase a Contract in accordance with the procedure set forth in Paragraph 5 of this Agreement, Registered Contractor makes the following continuing representations, warranties and covenants with respect to each Contract tendered to Assignee for purchase:

- a. Registered Contractor has delivered to Assignee, and Assignee has possession of, all fully completed and executed originals of the Contract, the fully completed and signed Application (if applicable), the fully completed and signed Completion Certificate (if applicable), and the fully completed and signed Assignment (collectively the “Contract Documents”).
- b. Registered Contractor has in its possession and will hold for Assignee or deliver to Assignee promptly upon request during the term of the applicable Contract, and for six (6) months after its termination, the fully completed and executed copy of the original, if available to Registered Contractor, or a copy of each of the following (collectively the “Transaction Documents”):
 - i. The Home Improvement Contract;
 - ii. All applicable permits required to be obtained in connection with the Home Improvement Project;
 - iii. All other documents and instruments related to the Home Improvement Project customarily maintained by Registered Contractor or required of Registered Contractor to comply with applicable law; and
 - iv. Copies of each of the Contract Documents.
- c. None of the preprinted provisions of any Contract Documents have been altered, modified or stricken by Buyer or Registered Contractor.

Registered Contractor Purchase and Sale Agreement

- d. If a Contract is a Subsequent Contract, Registered Contractor and Buyer each intended, at the time such Subsequent Contract was executed, for such Subsequent Contract to fully supersede any and all previously executed Contracts that financed the purchase of any of the goods and/or services the purchase of which is financed by such Subsequent Contract.
- e. No employee or other representative of Registered Contractor has made any statement or representation to Buyer which conflicts with any term or provision contained in the Contract.
- f. Each of the Contract Documents and Transaction Documents is genuine and has been properly completed and executed by Registered Contractor and/or Buyer to the extent such completion and execution is required by applicable law, this Agreement or Assignee.
- g. Each Contract transferred and assigned hereunder constitutes valid and binding evidence of a consumer credit sale governed under and in full compliance with all applicable provisions of federal and state laws and regulations.
- h. The signatures of the Registered Contractor and its employees and the makers and endorsers of the Contract are genuine and authorized and, further, such individuals and/or business entities have the capacity and/or authority to enter into such Contract.
- i. The persons signing the Contract as Buyer and Co-Buyer will be the primary beneficiaries of the Home Improvement Project corresponding to such Contract.
- j. The amount of any cash down payment disclosed in each Contract was in fact received by Registered Contractor in cash from the Buyer.
- k. The Buyer has no claims or defenses, or potential claims or defenses, against Registered Contractor that may be potentially urged as affirmative defenses or set-offs against any claim asserted by Assignee in an attempt to collect under the Contract.
- l. Prior to seeking Approval from Assignee of Buyer's Application, Registered Contractor advised Buyer of Assignee's name and address.
- m. The cost to Registered Contractor of the Purchase Discount Rate has not been and will not be transferred or otherwise charged to Buyer.
- n. The cash price of the Home Improvement Project as shown on the Contract is the "cash price" as defined by applicable federal and state law. The cash price of the Home Improvement Project is the price charged by Registered Contractor for substantially similar home improvement projects in cash transactions. The cash price of the Home Improvement Project was not increased because the Home Improvement Project was sold in a credit transaction or was sold to a member of a protected class as defined under federal or state law.
- o. In entering into the Contract assigned pursuant to this Agreement, Registered Contractor has fully complied with and not violated any applicable provisions of the state retail installment sales law and/or state consumer credit code, the federal Truth in Lending Act and Regulation Z of the Consumer Financial Protection Bureau, the federal Fair Credit Reporting Act and Regulation V of the Consumer Financial Protection Bureau, the federal Gramm-Leach-Bliley Act and Regulation P of the Consumer Financial Protection Bureau, the federal Equal Credit Opportunity Act and Regulation B of the Consumer Financial Protection Bureau, federal and state laws that prohibit unfair, deceptive or abusive acts or practices, and any and all other provisions of applicable federal and state laws and regulations governing or relating to the extension of credit under such Contract.
- p. Registered Contractor has fully complied with and not violated any federal or state fair lending laws and regulations prohibiting discriminatory credit acts or practices. Registered Contractor has not discriminated and shall not discriminate in the provision of credit on the basis of race, color, religion, national origin, sex, marital status, age (provided the credit applicant has the capacity to contract under state law), the receipt of income from a public assistance program, the exercise of rights under the federal Consumer Credit Protection Act, any type of handicap, and/or familial status.
- q. Registered Contractor has complied with the federal Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations of the Federal Trade Commission or any state laws or regulations concerning door-to-door sales or home solicitations that are consistent with such federal rule.
- r. Registered Contractor has not engaged and does not engage in any act or practice that might form the basis of a claim or demand under federal or state law or regulation for any potential actual damages, punitive damages, penalties, fines or other relief that may be assessed for improper credit acts or practices.
- s. Registered Contractor has complied with all applicable provisions of the federal Bank Secrecy Act and any implementing regulations, federal USA Patriot Act and any implementing regulations, or other federal statutes or regulations, in any way related to anti-money laundering and customer identification.

5. PROCEDURE FOR SALE AND PURCHASE OF CONTRACTS

At such time as each of the conditions set forth in Paragraph 3 of this Agreement have been satisfied with respect to a Contract and, provided that each of the representations, warranties and covenants set forth in Paragraph 4 of this Agreement is true and correct as to such Contract, Registered Contractor shall deliver the Contract Documents to Assignee in a manner designated by Assignee. If, after review of the Contract Documents, Assignee in its sole discretion finds that the Contract Documents are in order and have been completed and presented in accordance with procedures prescribed from time to time by Assignee, and further provided that Registered Contractor has complied with the provisions of this Agreement and is not in default hereunder, and that no event has occurred that, with the passage of time or the giving of notice or both, could constitute a default under Paragraph 14 of this Agreement, Assignee shall cause Registered Contractor to be paid the Purchase Amount by electronically transferring such funds to an account designated by Registered Contractor.

Notwithstanding anything to the contrary stated on any Contract or Assignment, including, without limitation, any recourse or nonrecourse assignment provisions, Registered Contractor acknowledges that all Contracts purchased by Assignee from Registered Contractor shall be subject to the terms and conditions set forth in this Agreement, and that in the event of any conflict between this Agreement and any Assignment or Contract, the terms and provisions of this Agreement shall prevail.

6. DELIVERY OF PAYMENTS FROM BUYER

In the event that Registered Contractor receives any payment from the Buyer on a Contract on or after the date on which Assignee has taken assignment of such Contract, it shall be held in trust for Assignee and Registered Contractor shall immediately remit such payment to Assignee in the form in which it is received. Registered Contractor hereby irrevocably appoints Assignee as Registered Contractor's attorney-in-fact with full power of substitution to endorse without recourse Registered Contractor's name upon any checks or drafts payable to Registered Contractor as payment under a Contract.

7. GENERAL WARRANTIES AND COVENANTS OF REGISTERED CONTRACTORS

If Registered Contractor is a business organization, Registered Contractor warrants and represents that it is validly existing and in good standing in the state of its formation and is duly qualified or domesticated and in good standing in each jurisdiction where such is necessary or advisable. Registered Contractor warrants that the execution, assignment and delivery of each Contract to Assignee and the execution and delivery of this Agreement and all other documents delivered or to be delivered to Assignee or to which Registered Contractor is a party have been duly authorized and, upon execution and delivery, such documents constitute or will constitute Registered Contractor's obligations, binding upon and enforceable against Registered Contractor in accordance with their respective terms. Registered Contractor's execution and delivery of this Agreement shall not result in a breach of any other agreement binding upon Registered Contractor. Assignee shall be entitled to assume that the person who signs any Contract Document or Transaction Document on behalf of Registered Contractor is authorized to do so.

8. LICENSES, TAXES, ETC.

Registered Contractor represents, warrants and covenants that it will carry on its business in a lawful manner at all times. Registered Contractor also represents, warrants and covenants that it has obtained and will maintain at all times any and all licenses, registrations, certifications, surety bonds, security deposits, and insurance required by applicable law in any location where it is located and where it may provide or perform Home Improvement Projects. Registered Contractor represents, warrants and covenants that it will pay any and all taxes, fees, charges, or fines imposed on, or in any way related to or resulting from, any Contract or Home Improvement Contract.

9. FINANCIAL STATEMENTS OF REGISTERED CONTRACTOR

Upon Assignee's request, Registered Contractor shall submit to Assignee its financial statements and any information and data belonging to Registered Contractor that reasonably relate to this Agreement or any Contract, Contract Documents, or Home Improvement Contract. Registered Contractor warrants that none of the financial statements and other documents submitted at any time to Assignee shall contain any untrue statement of fact or omit any material fact necessary to make the statements contained therein and herein not misleading.

10. REGISTERED CONTRACTOR'S RECORDS; INSPECTION BY ASSIGNEE

Registered Contractor shall maintain complete and accurate records concerning the sale of each Home Improvement Project, including, without limitation, the Home Improvement Contract. Upon Assignee's request, Registered Contractor shall promptly deliver copies of such records to Assignee. In addition, Registered Contractor shall permit Assignee and its representatives to inspect all of Registered Contractor's books and records as they reasonably relate to this Agreement or any Contract, Contract Documents, or Home Improvement Contract, and to make extracts from them at all reasonable times.

11. REGISTERED CONTRACTOR NOT ASSIGNEE'S AGENT

Neither this Agreement, nor any action taken by Registered Contractor pursuant hereto, shall be deemed to create any agency relationship between Registered Contractor and Assignee or to authorize Registered Contractor to act as Assignee's representative.

12. ADVERTISING

Registered Contractor shall not identify Assignee in any form of advertising or promotional medium without Assignee's prior written consent or as otherwise permitted by Assignee.

13. REGISTERED CONTRACTOR'S PAYMENT OBLIGATIONS

- a. In the event that any payment due under a Contract is not made when due and Buyer asserts any defense thereto, or any counterclaim, including, without limitation, any incorrect, inaccurate or non-conforming disclosures in the Contract, then in any such event Registered Contractor shall repurchase the applicable Contract, without recourse, from Assignee, unless Assignee determines in its sole discretion that any such defense or counterclaim is groundless or asserted in bad faith. Such repurchase shall be made immediately and shall be for an amount equal to the unpaid balance of the Amount Financed.
- b. In the event that Assignee determines that any Contract has been incorrectly and improperly completed or executed or any document to be delivered or action to be taken by Registered Contractor under this Agreement or under any Contract was incorrect or incomplete, and Assignee requests Registered Contractor to take any lawful remedial action with respect thereto (including, in appropriate cases, obtaining a replacement or corrected Contract or other document), Registered Contractor shall, either (i) immediately comply with such request or (ii) if Assignee so requests, immediately repurchase the applicable Contract, without recourse to Assignee, for an amount equal to the unpaid balance of the Amount Financed.
- c. Registered Contractor hereby agrees to save, indemnify and hold Assignee harmless to the full extent of any and all liabilities, settlements, fines, penalties, judgments, awards, fees (including but not limited to attorney's fees), expenses and/or costs which may be incurred or expended by Assignee in connection with any claim (including any counterclaim or holder in due course allegation), demand, administrative proceeding, arbitral proceeding or lawsuit of any nature whatsoever ("Claim"), which may be directed to or asserted or brought against Assignee or to which Assignee may be made a party arising directly or indirectly out of any action or inaction by Registered Contractor, alleged action or alleged inaction by Registered Contractor, any Contract purchased by Assignee, any Repurchase of Contract (as defined below) or any Default or alleged Default under this Agreement, regardless of any contributory action, inaction, negligence, or liability by Assignee and regardless of whether any judgment or other judicial or other determination has been made in connection therewith. Assignee shall be entitled to engage separate counsel of Assignee's choice, to control and determine without Registered Contractor's consent all aspects of the conduct, defense, and/or settlement of the matter, and to be promptly reimbursed by Registered Contractor upon demand for all amounts incurred or expended by Assignee in connection therewith.
- d. Upon the occurrence of a Claim, Assignee may, at its sole discretion, require Registered Contractor to repurchase the Contract relating to such Claim. Such repurchase shall be made immediately and shall be for an amount equal to the unpaid balance of the Amount Financed.
- e. Any Payment Obligation owed by Registered Contractor, including, but not limited to, any Payment Obligation owed in connection with any repurchase of a Contract ("Contract Repurchase Obligation") shall be satisfied by any of the following (at Assignee's discretion): (i) Registered Contractor delivering to Assignee on terms acceptable to Assignee a cashier's check or money order in the full amount of such Payment Obligation to an address designated by Assignee, (ii) Registered Contractor initiating on conditions acceptable to Assignee an ACH credit entry to an account designated by Assignee, or (iii) Assignee initiating an ACH debit entry to an account of Registered Contractor. Registered Contractor hereby authorizes Assignee to initiate an ACH debit entry of any account for which information has been provided to Assignee or any of its affiliates, to satisfy any Payment Obligation or liability, or other remedy available to Assignee hereunder. The authorization herein is irrevocable so long as this Agreement is in effect. Registered Contractor agrees to be bound by NACHA rules as in effect from time to time.
- f. Except as otherwise provided herein and in any applicable Assignment, Assignee's purchase of any Contract from Registered Contractor shall be without recourse to Registered Contractor.
- g. Any Contract Repurchase Obligation by the Registered Contractor shall be without recourse to Assignee.
- h. Upon receipt of the unpaid balance of the Amount Financed in connection with any Contract Repurchase Obligation, Assignee shall arrange for the delivery to the Registered Contractor of the original Contract and all other necessary Contract Documents (excluding only such documents that reflect Assignee's prior ownership and servicing of the subject Contract).
- i. If Assignee has demanded that Registered Contractor repurchase a Contract as provided hereunder, but payment has not been effectuated as provided under Section 13.e through no fault of Assignee, Assignee may pursue all legal remedies against Registered Contractor and continue to hold the subject Contract and receive all payments thereunder until all amounts owed to Assignee related to such Contract have been paid in full, including without limitation all attorney's fees as provided in Section 13.c above.

14. DEFAULT

Registered Contractor shall have defaulted under this Agreement, and shall be in default hereunder (“Default”), upon the occurrence of any of the following:

- a. Registered Contractor fails to perform, observe or comply with any covenant or provision in this Agreement;
- b. Any representation or warranty contained in this Agreement or made by Registered Contractor in connection herewith or in connection with any Contract shall be false or incorrect in any material respect;
- c. Registered Contractor fails to perform promptly any of its Payment Obligations;
- d. Registered Contractor defaults under any agreement or instrument related to or evidencing (i) indebtedness for borrowed money, whether secured or unsecured, or (ii) purchase money financing of inventory or equipment;
- e. Registered Contractor exercises or attempts to exercise any rights as a creditor under a Contract, other than as expressly provided herein;
- f. Registered Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature;
- g. Any petition is filed or proceeding commenced by or against Registered Contractor under any bankruptcy or insolvency law;

15. ASSIGNEE’S REMEDIES ON DEFAULT

If Registered Contractor shall be in Default under this Agreement, Assignee may, in its sole discretion, take any action stated herein, as well as any other action allowed by law. No remedy of Assignee shall be exhausted by the initial exercise thereof, but rather Assignee may exercise all remedies from time to time and as often as Assignee in its judgment may deem desirable, including the following: (i) require Registered Contractor to repurchase from Assignee at an amount equal to the unpaid balance of the Amount Financed, any Contract which has not been paid in full; (ii) terminate, at Assignee’s sole option, any or all of the obligations of Assignee hereunder, notwithstanding any existing Approval, provided however that, upon the occurrence of an event described in Paragraph 14(f) or (g) hereof, such termination shall be automatic and without any action on the part of Assignee. If Registered Contractor shall be in Default under this Agreement, Assignee may also exercise any or all of its rights and remedies against the Registered Contractor’s interest in any Contract, under any other agreement between Registered Contractor and Assignee, or as otherwise available to Assignee at law or in equity without notice to Registered Contractor, except as required by law. Any amounts owed to Assignee hereunder that are not paid when due shall bear interest from date due until paid at the maximum rate of interest permitted by applicable law.

16. TRANSFER OF OWNERSHIP OR ASSETS

At least forty-five (45) days in advance of the occurrence of the following, Registered Contractor shall request, in writing, prior express written consent from Assignee with respect to the following:

- a. Any change in the ownership of Registered Contractor, including but not limited to any change directly or indirectly occasioned by the sale, exchange, mortgage, pledge, hypothecation, donation (inter vivos or mortis causa), or other transfer of the stock of Registered Contractor (if Registered Contractor is a corporation), of any membership interest or units (if Registered Contractor is a limited liability company) or any partnership interest or limited partnership interest of Registered Contractor (if Registered Contractor is a partnership), or of the beneficial ownership of Registered Contractor (if Registered Contractor is a trust, estate or sole proprietorship), whether or not the transfer results in a change of control of Registered Contractor; or
- b. Any sale, exchange, mortgage, pledge, hypothecation, donation (inter vivos or mortis causa) or other transfer of all or any part of the assets of Registered Contractor (except commodities in the ordinary course of business) and whether or not such transfer would be a bulk transfer under applicable state law.

Such consent shall be in Assignee’s sole discretion, and may be conditioned, *inter alia*, on the written agreement of the transferee of Registered Contractor’s ownership or assets (the “Transferee”) to assume or take assignment of Registered Contractor’s obligations under this Agreement. Irrespective of whether Assignee provides such consent or whether Transferee so agrees, Registered Contractor hereby agrees that all obligations under this agreement shall apply to such Transferee. If Registered Contractor fails to request, in writing, prior express written consent from Assignee at least forty-five (45) calendar days in advance of the occurrence of the transfer of ownership or assets described above, or Assignee does not provide such consent prior to the occurrence of such transfer, Registered Contractor shall be in Default of this Agreement, and Assignee may exercise any remedies described in Paragraph 15 of this Agreement.

17. TERMINATION

Each party may voluntarily terminate this Agreement at any time for any reason with written notice to the other party. Such termination under this Paragraph 17 shall not release Registered Contractor from any obligations of payment or performance under this Agreement for any Contract not paid in full or repurchased by Registered Contractor prior to termination. Registered Contractor agrees to waive any and all claims for damages against Assignee and its representatives, including but not limited to loss of anticipated profits, resulting from such termination.

18. ASSIGNEE'S LIABILITY TO REGISTERED CONTRACTOR

Assignee shall have no liability to Registered Contractor for any action taken or omitted to be taken under or in connection with this Agreement, other than a direct result of Assignee's gross negligence or willful misconduct.

19. AMENDMENT

This Agreement may be amended either by a separate writing dated and executed by Assignee and Registered Contractor or by a separate writing forwarded to and received by Registered Contractor from Assignee. In the latter case, the amendments contained therein shall be deemed accepted without qualification by Registered Contractor upon the issuance, pursuant to Registered Contractor's request, of the first Approval following the receipt of such writing by Registered Contractor.

20. FURTHER ASSURANCE

Registered Contractor agrees to execute and deliver to Assignee such additional documents and instruments as Assignee may reasonably request from time to time to effectuate the purposes of this Agreement.

21. NOTICES

Any notice or communication which may be given pursuant to Paragraphs 13, 15, 17 or 19 of this Agreement shall be delivered by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, or (iv) electronic mail or other electronic means. Any such notice or communication will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt or the fifth business day following mailing.

22. WAIVER BY ASSIGNEE

Assignee shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Assignee and then only to the extent specifically set forth in such writing. A waiver in one event shall not be construed as continuing or as a bar to or waiver of any right or remedy at a subsequent time or in a subsequent event.

23. GOVERNING LAW AND VENUE

This Agreement is made and entered into in the State of California, and shall be governed by and construed in accordance with the laws of the State of California. Any action hereunder must be instituted and proceed in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California).

24. MISCELLANEOUS

No part of this Agreement nor any charge or receipt by Assignee is supposed to permit Assignee to impose any interest or other amounts in excess of lawful amounts, and any such amounts ever contracted for, charged or received shall be automatically constrained by this Paragraph 24 and subject to the maximum rate or amount permitted by applicable law. If an excess occurs, Assignee will apply it as a credit or otherwise refund it and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent permitted by law, Assignee may calculate interest or other charges by amortizing, prorating, allocating and spreading. This Agreement, any amendments or written directions given pursuant to the terms hereof, and any Contract and related documents constitute the entire agreement of Assignee and Registered Contractor with respect to the subject matter hereof, provided that this Agreement shall not apply to any Contract or Approval that was executed, granted or submitted to Assignee for Approval prior to the date hereof. All such Contracts and Approvals shall be governed by the agreement in effect between Assignee and Registered Contractor at the time of such respective execution or submission. No amendment, modification or waiver of any term of this Agreement shall be binding unless made in accordance with Paragraphs 19 or 22 hereof. No failure or delay by either party in exercising any right shall operate as a waiver thereof. The remedies herein provided are cumulative with, and not exclusive of, any remedies provided in any Contract or other agreement or otherwise provided by law. The headings used in this Agreement have been included herein for convenience only and shall not be considered in interpreting this Agreement. If any provision of this Agreement is found invalid, the remaining provisions of this Agreement shall survive. This Agreement shall be binding upon Registered Contractor and Assignee and their respective heirs, executors, personal representatives, successors and assigns, provided that Registered Contractor's rights hereunder shall not be assigned nor Registered Contractor's obligations delegated without Assignee's prior written consent. Assignee may assign the whole of any part of Assignee's rights hereunder and its rights to any or all Contracts, without notice to Registered Contractor. To the extent that Registered Contractor has executed and is subject to any other agreements with Assignee or any other party affiliated with Assignee (including, without limitation, Renovate

Registered Contractor Purchase and Sale Agreement

America, Inc.), all other such agreements shall be interpreted consistent with, supplementary to, and in addition to this Agreement; provided, however, that this Agreement shall control over any other such agreements in the event of a conflict between this Agreement and such other agreements, to the extent such conflict relates to any subject matter addressed herein. Any signature on this Agreement delivered by either party by electronic means shall be deemed to be an original signature thereto.