



MOSAIC PROGRAM LEASE PROGRAM ADDENDUM

Last updated December 7, 2021

This Lease Program Addendum (this “**Lease Addendum**”) supplements and is incorporated by reference into the Mosaic Program Participation Agreement (the “**Participation Agreement**”) between Solar Mosaic LLC, a Delaware limited liability company (successor in interest to Solar Mosaic, Inc.), as administrator of the Mosaic Loan Program (the “**Loan Program**”) and Modern Home LLC, a Delaware limited liability company, as administrator of the Mosaic Lease Program (the “**Lease Program**”, and together with the Loan Program, the “**Mosaic Program**”), of the first part (collectively, “**Program Administrator**”), and the Person named as Participant in the Participant Application, of the second part (“**Participant**”). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Participation Agreement.

1. APPLICABILITY; ELIGIBLE PRODUCT LIMITATIONS

- 1.1. **Applicability.** This Lease Addendum applies to the promotion and origination of any Lease under the Lease Program. Participant agrees to comply with the terms and conditions of this Lease Addendum, as well as the other Mosaic Program Documents, whenever promoting the Lease Program to Customers interested in leasing Eligible Products. In the event of a conflict between the terms of this Lease Addendum and other Mosaic Program Documents, the order of priority described in Section 12.8 of the Participation Agreement shall apply. Program Administrator may modify the terms of this Lease Addendum in its sole discretion as set forth in Section 1.4 of the Participation Agreement.
- 1.2. **Eligible Product Limitations.** The Lease Program is available only for the following Eligible Products: HVAC Equipment (collectively, “**Lease Equipment**”). Participant agrees to comply with the additional obligations set forth in the applicable supplement for each type of Lease Equipment promoted by Participant under the Lease Program (each, a “**Lease Supplement**”).

2. PURCHASE AND SALE; PAYMENTS

- 2.1. **Purchase and Sale.** Participant shall sell, and Program Administrator shall purchase, Lease Equipment associated with a Lease on the terms and conditions described in the applicable Lease Supplement.
- 2.2. **Payments; Payment Schedule.** Program Administrator, on behalf of any applicable Financing Provider, will define payment milestones for Lease Equipment (each, a “**Payment Milestone**”). Upon completion of the applicable Payment Milestone (“**Milestone Completion**”), Program Administrator will direct Participant and/or the Customer to provide confirmation and/or evidence of such Milestone Completion, in each case in such form and substance as required by Program Administrator or the applicable Financing Provider, and Participant shall deliver or cause the related Customer to deliver such confirmation and/or evidence promptly upon Program Administrator’s request.
- 2.2.1. Participant agrees to accept an amount equal to the amount charged by Participant for the Lease Equipment and installation from Program Administrator or any Financing Provider under this Agreement (the “**Product Installation Amount**”) in full satisfaction of the amount owed by the applicable Customer for the Lease Equipment under the Installation Agreement. Subject to [Section 2.5](#), Program Administrator, on behalf of the applicable Financing Provider, will pay Participant the Product Installation Amount in installments within ten (10) business days following the achievement of each Milestone Completion as notified by Program Administrator to Participant (the “**Payment Schedule**”). Program Administrator reserves the right, in its sole discretion, to change the Payment Schedule and any other payment terms upon written notice to Participant in accordance with Section 1.4 of the Participation Agreement.
- 2.2.2. Program Administrator may, in its sole discretion, pay all or a portion of the Product Installation Amount to Participant prior to expiration of the applicable Customer’s statutory right to cancel the Lease Agreement if the Customer wishes to waive such statutory right due to emergency circumstances. In such an



event, Participant must obtain from the Customer a waiver in the Customer's own handwriting that (a) details the nature of the emergency, (b) states that the Customer is waiving his or her right to cancel the Installation Agreement and the Lease Agreement with the applicable Financing Provider within the statutory period, (c) is signed and dated by the Customer, and (d) is otherwise in the form required by Applicable Law (a "**Cancellation Waiver**"). Participant will promptly provide a copy of any Cancellation Waiver within three (3) business days of Program Administrator's request therefor. In the event that Participant fails to provide a copy of the Cancellation Waiver within such timeframe, or the Cancellation Waiver is not in the form required by this Section 2.2.2, then Program Administrator reserves the right to cancel the applicable Lease Agreement and exercise the remedies set forth in Section 2.5. Copies of all Cancellation Waivers shall be retained by Participant for three (3) years.

2.3. Payment Method.

2.3.1. All payments referenced in this Agreement shall be made electronically via wire transfer, ACH (Automated Clearing House) payment or similar means. Participant authorizes Program Administrator, on behalf of the applicable Financing Provider, to initiate credit entries for amounts that may be due Participant under this Agreement. Participant authorizes Program Administrator to initiate debit entries for (a) any credit entries in error; or (b) the amount which Participant owes Program Administrator or any Financing Provider under this Agreement which is more than the amount owed to Participant. Such credit and debit entries will be to the bank account identified by Participant. The authorizations set forth in this Section 2.3.1 will remain in effect until the date on which all Leases have been terminated or expired in accordance with their terms. Participant must notify Program Administrator within three (3) business days of any change to the bank account for such ACH credits and ACH debits. Program Administrator agrees to comply with written notifications from Participant that alter Participant's bank account information (i.e. name and address of the bank or financial institution, transit/routing number or account number), provided, that Program Administrator receives such notification in sufficient time and manner to give Program Administrator and the bank or financial institution reasonable opportunity to act on it. Any payment disputes shall be resolved pursuant to Section 10 of the Participation Agreement.

2.3.2. Any disbursement by Program Administrator on behalf of Participant to any equipment manufacturer, distributor or other specified designee(s) shall constitute a payment by Program Administrator to Participant for amounts owed by Program Administrator to Participant pursuant to this Agreement. To the extent a disbursement made on behalf of Participant to any equipment manufacturer, distributor or other specified designee(s) is less than the total purchase price of the related equipment owed by Participant to such manufacturer, distributor or other designee, Participant shall be solely responsible for the payment to such manufacturer, distributor or designee of any such deficiency.

2.4. Additional Representations, Warranties and Covenants of Participant. Without limiting Participant's obligations under other Mosaic Program Documents, (a) Participant shall not require, through a price increase, additional fee, surcharge, or otherwise, any Customer to pay any fees in connection with obtaining financing through the Mosaic Program (including any fees imposed by Financing Providers or Program Administrator on Participant under the Participation Agreement), provided, that Participant may treat such fees as overhead to be distributed across Customers regardless of whether such Customer uses a Lease; (b) Participant represents and warrants that the Product Installation Amount represents the cost of the Lease Equipment and installation and Participant shall not knowingly encourage, assist or permit any Customer to receive cash or other payments from Participant or any other party in connection with the Loan or Lease (except any applicable rebates from the manufacturer of the related Eligible Product or local utility, as applicable); and (c) Participant shall not, directly or indirectly, make or agree to make any payment on a Lease on behalf of a Customer without the prior written approval of Program Administrator.

2.5. Program Administrator's Remedies.

2.5.1. If Participant (a) fails to perform its contractual obligations to Customers under any Installation Agreement in any material respect, or (b) is not in compliance with any of the terms or conditions of the Mosaic Program Documents in any material respect, Program Administrator, on behalf of the Financing Providers, reserves



the right in its sole discretion to take any or all of the following actions, in addition to any remedies available to Program Administrator or the applicable Financing Provider at law or in equity: (i) withhold all or part of any amount owed to Participant under the Mosaic Program Documents until such deficiencies are remedied; (ii) at any time, as a continuous right, without notice or demand, set off any amounts owed by Participant to Program Administrator or any Financing Provider under the Mosaic Program Documents against any outstanding amounts owed by Program Administrator or any Financing Provider to Participant until Participant's liability for such amounts owed is fully satisfied and discharged; (iii) immediately suspend Participant's participation in the Mosaic Program and assess Participant such additional charges (such as late payment, returned payment or administrative charges) as implemented by Program Administrator in its reasonable discretion; (iv) require Participant to refund, or charge back Participant through offset or otherwise, up to (A) 100% of the Product Installation Amount for the related Lease and (B) any losses incurred by the applicable Financing Provider in connection with Customer disputes related to Participant's non-compliance ("**Customer Dispute Amounts**"); (v) initiate a debit entry on Participant's bank account for the Product Installation Amount and/or Customer Dispute Amounts; (vi) terminate and/or cancel the applicable Lease Agreement(s); and/or (vii) charge Participant interest on any delinquent payment amounts at a rate of 12% per annum prorated for each day such payment is past the due date. Participant acknowledges and agrees that any funds refunded, charged back or debited pursuant to the foregoing subsections (iv) and (v) shall be deemed a fee earned in full by Program Administrator in connection with the resolution of any Customer disagreement or dispute, and not funds retained by or on behalf of Participant, and Participant further agrees that in such event Participant shall be deemed to have forfeited and waived any rights to or interest in any payment under the applicable Installation Agreement.

2.5.2. Participant's obligations under the Mosaic Program Documents are not affected by any settlement, extension, forbearance or variation in terms that Program Administrator or a Financing Provider may grant in connection with any Lease or by the release of the obligations of any Customer by a court or by operation of law. Each right, power, and remedy of Program Administrator or any Financing Provider provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in the Mosaic Program Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Program Administrator or any Financing Provider of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Program Administrator or any Financing Provider of any or all such other rights, powers, or remedies.

3. **ADDITIONAL DEFINITIONS**

Exhibit A to the Participation Agreement is supplemented with the following definitions.

"**Cancellation Waiver**" is defined in Section 2.2.2.

"**Customer Dispute Amounts**" is defined in Section 2.5.1.

"**Installation Agreement**" means the agreement, work order or similar document evidencing the installation by Participant of Lease Equipment at the Customer's residence.

"**Lease Addendum**" is defined in the preamble.

"**Lease Equipment**" has the meaning set forth in Section 1.2.

"**Milestone Completion**" is defined in Section 2.2.

"**Payment Milestone**" is defined in Section 2.2.

"**Payment Schedule**" is defined in Section 2.2.1.



“Product Installation Amount” is defined in Section 2.2.1.