



LOAN CANCELLATION SETTLEMENT AND RELEASE AGREEMENT

This Loan Cancellation Settlement and Release Agreement (this "**Agreement**") is made and entered into on the Effective Date between [REDACTED] ("**Borrower**"), [REDACTED] ("**Lender**") (each a "**Party**," and together, the "**Parties**").

RECITALS

- I. Borrower owns property located at [REDACTED] the "**Property**";
- II. On or about [REDACTED], Borrower entered into that certain Solar Energy System Purchase & Installation Agreement (the "**Sales Contract**") with [REDACTED] (the "**Installer**") for the purchase, design and installation on the Property of a solar energy system, including any battery and related equipment, (the "**System**");
- III. On or about [REDACTED], Borrower executed a Solar Energy System Long-Term Loan Agreement and Promissory Note, (the "**Loan Agreement**") with Lender to obtain a loan to finance the purchase of the System; and
- IV. Without the Lender admitting any misconduct, negligence, liability, or other wrongdoing, the Parties desire to compromise and fully and finally resolve any claims Borrower may have against Lender that arose on or before the Effective Date pursuant to the terms of this Agreement (the "**Claims**").

AGREEMENT

In consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and adequacy of which are hereby conclusively acknowledged, the Parties, intending to be legally bound, agree and covenant as follows:

- A. **Recitals.** Each Party acknowledges and agrees that the Recitals set forth above are true and correct in all respects and incorporated herein by reference.
- B. **Settlement.** Upon the execution of this Agreement by all Parties, the Parties agree to the following:
 1. The Loan Agreement, with the current balance of \$[REDACTED], shall be terminated within thirty (30) business days of the Effective Date, thereby releasing Borrower from any further obligations under the loan Agreement.

[REDACTED]



2. Lender will take all reasonable and necessary steps to terminate the UCC-1 lien securing the System.
3. Lender will take all reasonable and necessary steps to remove the loan from reporting credit bureaus.
4. Borrower will retain all equipment in their possession.
5. Lender shall have no obligation to (i) enable the operation of the System, (ii) remove or dispose of the System from the Property, (iii) make any repairs to the System or any portion of the Property, (iv) reimburse existing or future repair or removal costs, or (v) take any other action with respect to a System that remains on the Property.