San José Clean Energy EcoHome Payment Plan Pilot Program
Customer Loan Agreement

Last Updated: October 28, 2025

The San José Clean Energy EcoHome Payment Plan Loan Agreement ("Loan Agreement") dated as of ("Effective Date") is made by and between the City of San José, a California municipal corporation ("City"), and _____ ("Customer") residing at _____, _____, CA _____; (APN):_____ (the "Property"). The City's Energy Department administers the San José Clean Energy ("SJCE") program.

Customer's PG&E Account Number: _____

Recitals

A. SJCE has developed an EcoHome Payment Plan Pilot Program ("Loan Pilot Program") to allow residential SJCE customers to repay the cost of eligible home upgrades ("Upgrades") on their electric utility bill.

B. Through the voluntary Loan Pilot Program, qualified SJCE customers may apply to receive a zero percent (0%) interest, no-fee, unsecured financing for installed Upgrades.

C. Customer has completed a EcoHome Payment Plan Loan Application ("Application") and submitted the associated documentation as required by the City, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B and was approved by the City to participate in the Loan Pilot Program.

D. This Loan Agreement defines the terms and conditions of this Loan Pilot Program that the Customer may use to install and finance the "Proposed Upgrades" as identified in Exhibit C ("Proposed Upgrades and Loan Terms"), which is attached hereto and incorporated herein by this reference.

It is mutually agreed as follows:

Terms and Conditions

1. Eligibility

1.1. The City offers the Loan Pilot Program to eligible SJCE customers ("Participating Borrowers") installing Upgrades. Participating Borrowers must: (1) enter into a mutually executed Loan Agreement with the City; (2) abide by the terms and conditions listed herein; (3) own or rent the residence subject to the Proposed Upgrades and have it

metered through an SJCE account ; (4) comply with Program Eligibility and Requirements ("Program Requirements"), as listed in Exhibit A; (5) provide the City with the required Verification Documents as specified in the Program Requirements (Exhibit A) upon completion of the installation of the Proposed Upgrades.

2. Loan Terms

2.1. Exhibit C of this Loan Agreement identifies the Proposed Upgrades and Loan Terms. The Final Project Verification and Loan Terms will be appended to this executed Loan Agreement (as Exhibit G), upon completed installation of the Upgrades.

2.2. In no event will Customer be entitled to receive a loan amount in excess of one hundred percent (100%) of the actual SJCE-verified installed cost of completed Proposed Upgrades as stated in the Final Project Verification and Loan Terms (Exhibit G), less any rebates and Customer down payments, if any, for such Upgrades.

2.3. Participating Borrowers may qualify for only one loan under the EcoHome Payment Plan Pilot Program.

2.4. The maximum loan term for any loan is five (5) years.

3. Improvement Installation

3.1. Customer shall have one hundred twenty (120) days from execution date of this Loan Agreement ("Construction Period") to install the Proposed Upgrades with an Eligible Contractor ("Contractor"), as defined in the Program Requirements (Exhibit A) on the Property and understands, acknowledges, and agrees to the following:

3.1.1. The Contractor will install the Proposed Upgrades, including any ancillary equipment included with the Proposed Upgrades, as noted in the Exhibit C to this Loan Agreement. Contractor is solely responsible for installation of the Proposed Upgrades and for ensuring that all work on the Upgrades and their installation complies with all local, state, and federal laws, any manufacturers' specifications, and accepted installation practices. Customer shall cause all construction to be performed in compliance with: (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction; (c) all applicable permits and governmental approvals. Customer acknowledges and understands that Customer shall be solely responsible for all aspects of Customer's conduct in connection with the Upgrades. Customer shall provide any and all information requested by the City in connection with the Proposed Upgrades or those Upgrades ultimately installed pursuant to this Loan Agreement (the "Final Upgrades"), within five (5) business days of receipt of written request from the City, either via United States post or electronic mail, as provided in the Communications section below.

3.1.2. The Contractor is not an employee or agent of SJCE or the City, and neither SJCE nor the City shall guarantee or be held liable for the work performed by Contractor for integrity, fitness for purpose, or any other aspect of the installed Upgrades. SJCE, and the City, make no warranties or representations regarding

any Contractor, Upgrades, service or product.

3.1.3. Neither SJCE nor the City has any duty to, and does not assume any responsibility for, monitoring the Contractor's work or progress. Any review or inspection undertaken by SJCE with reference to the Upgrades is solely for the purpose of determining whether the Customer is properly discharging its obligations pursuant to this Loan Agreement and should not be relied upon by the Customer or by any third parties as a warranty or representation as to the quality of the design or construction of the Upgrades, or for any other purpose.

3.1.4. If the Customer has not completed the installation of the Upgrades on or before the expiration of the Construction Period, this Loan Agreement shall terminate and be of no further force or effect. Customers installing a battery storage system may request an additional 120-day extension resulting from PG&E interconnection or permitting delays; provided, however, that any such extension is within SJCE's sole discretion, and Customer must provide any responses and documentation requested by SJCE in order for SJCE to consider approving any such extension.

3.2. Customer acknowledges and agrees that in the event of any changes to the Proposed Upgrades identified in Exhibit C, Customer is solely responsible for negotiating and documenting such changes with Customer's selected Contractor. The Final Project Verification and Loan Terms (Exhibit G) shall reflect any such agreed upon changes and determine the Participating Borrower's Loan Installment Payments.

3.3. The Final Upgrades must meet Program Requirements identified in Exhibit A and the Contractor must submit the final documentation as specified in the Program Requirements (Exhibit A). Final Upgrades whose costs are to be included in the Loan Agreement must be both (a) Eligible Upgrades per Exhibit A; and (b) Proposed Upgrades identified in Exhibit C.

3.4. Upon Contractor's completion of the work on the Property, the Contractor must submit Verification Documents in accordance with Program Requirements, acknowledging the completion of the Final Upgrades Contractor installed on the Property.

3.5. The Loan Agreement shall not limit Customer's rights regarding the liability of manufacturers, vendors, or Contractor for the installed Upgrades.

4. Property Access and Participation

4.1. Customer represents that by signing the Loan Agreement that they are the owner of title of the Property where Upgrades will be completed as listed in Exhibit B, or they are the renter of the Property where Upgrades will be completed as listed in Exhibit B and have obtained: (a) the approval of the owner of title of the Property for both the Upgrades and Customer's participation in the Loan Pilot Program, and (b) submitted an attestation executed by the owner of title of the Property indicating that approval.

4.2. Customer agrees not to use the name, branding, or other identifying characteristics of SJCE, or the City, for any advertising, sales promotion, or other publicity of any kind unless specifically authorized by SJCE.

4.3. Within seventy-two (72) hours of a request for access, Customer will provide access to the Property at a mutually agreed upon time to Contractor, SJCE representative, or other Customer-selected and hired Contractor (in the case of original Contractor's inability to provide Upgrades to Customer) during normal business hours for Upgrade(s) eligibility assessment, installation, and/or verification.

4.4. Customer acknowledges and agrees that they are the legal owner of the Property or have obtained the written approval from the legal owner of the Property as

listed in Exhibit F where Upgrades are planned as per Exhibit C.

5. Payment

5.1. **Promise to Pay**: Customer promises to pay the City the "Loan Amount" in equal monthly installments ("Loan Installment Payment(s)") as set forth in Exhibit G in accordance with the terms set forth in the Loan Agreement. Customer understands that, pursuant to mutual execution of this Loan Agreement, SJCE shall finance the Final Upgrades pursuant to the terms contained herein. The first Loan Installment Payment charge shall appear on the Participating Borrower's PG&E electric utility bill within one to four (1 to 4) billing cycles following the verification of completion of the installation of the Final Upgrades on the Property and the City's approval of Loan Pilot Program close out documents. Loan Installment Payments will continue for the term of the loan or until the balance of the Loan Amount is paid off, or as may otherwise be provided in the Loan Agreement. In the event Customer's monthly PG&E electric utility billing is delayed, Customer may see and promises to pay, two or more line items of Loan Installment Payments, reflecting the number of months of delay.

5.2. **Delinquent Loan Installment Payments**: Customer acknowledges and agrees that their monthly and/or annual energy bill may be increased due to the installation of the Upgrades and Loan Installment Payments. Amounts due under the Loan Agreement will be due pursuant to the terms of each PG&E electric utility bill to the Participating Borrower's service account(s), and a default under the Loan Agreement will be treated as a default under the Customer's service account(s). Failure to pay, including for non- or partial payment of the Loan Installment Payments, may result in Customer's removal from SJCE service for non-payment pursuant to SJCE's Terms & Conditions[1] and the Loan Agreement, adverse credit reporting, and/or collection procedures, including, without limitation, legal action.

5.3. **Partial Payments:** If a Participating Borrower makes a partial Loan Installment Payment, the paid amount will be applied as provided in PG&E Electric Rule 23[2].

5.4. **Prepayment:** A Participating Borrower may pre-pay the entire balance of the Loan Amount in one lump sum without penalty, but pre-payments for less than the remaining balance of the Loan Amount are not permitted. Participating Borrowers can pre-pay the full Loan Amount by contacting San José Clean Energy, at askprograms@sanjoseca.gov.

5.5. **Co-Payments outside of the Loan Pilot Program:** Any Customer and/or Contractor costs not explicitly included in the Exhibit C or Exhibit G, are Co-Payments. Co-Payments are the sole responsibility of Customer and must be paid by Customer directly to the Contractor. SJCE and the City are not responsible for, and will not refund, any Co-Payments paid to Contractor.

5.6. **Net Energy Meter Credits and Annual True Up Net Surplus Compensation:** A Participating Borrower may not use Net Energy Meter (NEM) credits to pay, pre-pay, or partially repay the Loan Amount, however, any Participating Borrower may apply their annual True Up Net Surplus Compensation[3] towards the Loan Amount invoiced on the next monthly energy bill.

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[1] See: San José Clean Energy's Terms and Conditions: https://sanjosecleanenergy.org/greensource-terms-conditions/

[2] See: page 47 of PG&E's Electric Rule 23: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_23.pdf

3 https://sanjosecleanenergy.org/net-energy-metering-terms-conditions/

6. Confidentiality

6.1. The City shall keep Customer information confidential. Only Contractor, the City, and its agents shall be granted access to Customer data as needed or required. Neither the City nor SJCE will use the name or other identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.

7. Post Installation Customer Responsibilities (in Addition to Payment of Loan Installment Payments)

7.1. Customer agrees to allow SJCE staff or its agents to access its facilities for the purpose of confirming Customer's participation in the Loan Pilot Program, inspecting installed Upgrades, and verifying the energy savings achieved through the Loan Pilot Program. Customer agrees to cooperate with SJCE and its agents as requested by the City and in the timeframe requested. Customer also agrees to remedy any issue identified by auditing and monitoring by SJCE or other SJCE-contracted entities, at no additional cost to SJCE within the timeframe provided by the Loan Pilot Program. Customer understands that any rebates may be withheld if Customer refuses to participate in any required verification within a reasonable period.

7.2. Customer agrees to allow SJCE to claim carbon credits for installed Final Upgrades (Exhibit G) as applicable.

7.3. Customer agrees to make a good faith effort to participate in follow-up surveys and provide requested information to SJCE to assist in evaluating the effectiveness of the Loan Pilot Program.

8. Maintaining and Repairing Upgrades

8.1. Customer will maintain the installed Upgrades and Property in good condition and repair in accordance with the Loan Agreement.

8.1.1. Customer is responsible for maintenance of all Upgrades, including routine cleaning and care.

8.1.2. Customer is responsible for costs incurred from failure to properly maintain Upgrades and costs associated with damage caused by Customer or Customer's agents, guests, tenants, or invitees.

9. Discontinuance of Service; Rental of Property

9.1. If Customer terminates their SJCE account for any reason, Customer shall pay the entire outstanding Loan Amount balance within thirty (30) days of the date of termination. Customer shall remit the Loan Amount balance by contacting San José Clean Energy, at askprograms@sanjoseca.gov.

9.2. If Customer rents the Property to a tenant, Customer shall remain liable for compliance with the terms of this Loan Agreement, including but not limited to, the requirement to pay all Loan Installment Payments when due. It is the obligation of the Customer, not the tenant, to pay the full electric utility bill, inclusive of Loan Agreement related loan repayment, for the Property until the Loan Amount is paid in full. Transfer of the electric utility bill for the Property to the tenant may occur after the Loan Amount balance is paid in full.

9.3. Customer acknowledges and agrees the Loan Amount must be paid in full upon SJCE account termination.

10. Breach and Acceleration

10.1. Any breach by Customer under the Loan Agreement will constitute a breach under all of the referenced agreements in the terms and agreement. The City may determine the Loan Agreement to be breached and Customer to be in default if Customer: fails to pay the Monthly Payment amount (as determined in Exhibit C) when due, closes, discontinues, or otherwise causes the termination of the service account(s), or otherwise breaches the Loan Agreement, and the breach is not cured as specified therein.

Following a breach as set forth in this section, the City shall have the right to declare the entire unpaid balance of the Loan Amount financed immediately due and payable. Upon Customer's breach of the Loan Agreement and failure to cure such breach after thirty (30) days' written notice to Customer, the City may pursue any of the of the following remedies:

10.1.1. Drop Customer from SJCE electric service and return Customer to PG&E bundled service,

10.1.2. Refer the Customer to a collection agency, a collection fee may be added to the outstanding balance

10.1.3. Any and all other remedies provided to the City under law or equity.

11. Agreement Term, Assignments, and Termination

11.1. The Loan Agreement shall continue in effect until the balance of the Loan Amount is paid in full.

11.2. Customer may not assign its rights or delegate its duties under the Loan Agreement without the City's express written consent.

11.3. Customer may request at any time that the City terminate this Loan Agreement provided that Customer shall first pay the outstanding balance of the Loan Amount due. To receive notice of, or to verify the outstanding balance of the Loan Amount, Customer may contact SJCE as provided in the Communications section below.

12. Disputes

12.1. If Customer notifies SJCE of problems with installation of the Upgrades, Customer will work with Contractor to resolve identified and reported problems, subject to the limitations set forth in the Loan Agreement.

12.2. In the event there are any disputes regarding the performance of a Contractor, SJCE, or Customer, Customer agrees to meet with the involved parties in good faith at no charge to any of the parties and at a mutually acceptable time, to amicably resolve the dispute, if possible.

12.3. Except where otherwise limited by law, the City reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the Loan Pilot Program, including but not limited to eligibility and rebate amounts. In the event of a dispute that cannot be remedied by the parties, any court filings and/or proceedings shall be venued in Santa Clara County, California. The City shall in no case be responsible for the legal costs of Customer and/or Contractor.

13. Insurance

13.1. The Customer will insure the Property and arrange for sufficient coverage to pay for replacement of Final Upgrades in the event of destruction of or damage to the Property and Upgrades or pay any balance of the Loan Amount due to the City if the Property is not restored. The Customer agrees to use any insurance claim payments to pay for

replacement or repair of damaged Upgrades with comparable Upgrades approved by the City and to pay any costs not covered by insurance. If Customer fails to replace or repair the Upgrades as described above, Customer agrees to pay off any Loan Amount balance and any other Loan Pilot Program costs for the Upgrades owed to the City for installed Upgrades.

14. Warranties and Indemnification

14.1. NO GUARANTEES: Neither SJCE, nor the City make any guarantees, representations or warranties, expressed or implied, regarding the equipment purchased or installed pursuant to this Loan Pilot Program. Customer is solely responsible for any liability, legal or otherwise, arising from the installation, operation, and maintenance of the Upgrades.

14.2. WARRANTIES: NEITHER SJCE, NOR THE CITY MAKE ANY REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY UPGRADES OR IMPROVEMENT INSTALLED PURSUANT TO THIS LOAN AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS LOAN AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER SJCE, NOR THE CITY, SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE PROPERTY WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

14.3. Customer expressly agrees to defend, indemnify, and hold harmless the City, and SJCE, and their Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, damages, and other liabilities, including attorneys' fees, arising out of or resulting from the participation, operation or performance of Customer and its Contractor(s), subcontractors or agents under the Loan Agreement. Neither the City and SJCE nor Customer shall be liable to each other for any incidental, special, indirect, or consequential damages related to this Loan Agreement.

15. Additional Terms

15.1. The Loan Agreement and all matters relating to it shall be governed by the laws of the State of California without regard to principles of conflicts of laws, with venue in Santa Clara County.

15.2. The Loan Agreement is not subject to modification or amendment, except in writing executed by both Customer and the City, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of the Loan Agreement.

15.3. If any term of the Loan Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

15.4. No member, official, employee or agent of SJCE, or the City shall be personally liable to Customer in the event of any default or breach by SJCE, or the City under the terms of the Loan Agreement.

15.5. There shall be no third-party beneficiaries of the Loan Agreement.

15.6. Any reference to days shall mean calendar days for purposes of the Loan Agreement.

16. Communications

16.1. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) by electronic mail, (b) certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing.

For all customer assistance:	For questions addressed to the customer:
San José Clean Energy Attn: Programs 200 E. Santa Clara St San José, CA askprograms@sanjoseca.gov	Name: Address: Phone number: Email:

CITY OF SAN JOSÉ

BY: _____

Signature

_____

Print Name

_____

Title

DATE:

CUSTOMER (Account Holder)

BY: _____

Signature

_____

Print Name

DATE:

Exhibit A

Program Eligibility and Requirements

1. Customer Eligibility

To be eligible for the Loan Pilot Program, customers must:

a. Be an active San José Clean Energy customer on a residential rate with an account at the Property where Upgrades will be made.

b. Be the owner of title of the Property in which the Upgrades are installed or rent the Property in which the Upgrades are installed and have obtained the written attestation of approval of the owner of title of the Property to install the Upgrades (Exhibit F).

c. Have a zero-dollar ($0.00) past-due balance on its three most recent San José Clean Energy billing statements.

d. Install Upgrades with a EcoHome Payment Plan Pilot Program Eligible Contractor.

e. Have no other active loan with San José Clean Energy or the City.

2. Participation Requirements

To participate in the Loan Pilot Program, eligible customers must:

a. Submit a Loan Application (with the required supporting documentation) (Exhibit B), sign the Loan Agreement, and abide by the terms and conditions in the Loan Agreement. The Loan Application requires that customer:

   1. provide proof of identity;
   2. provide proof of sufficient insurance coverage to pay for replacement of Final Upgrades in the event of destruction of or damage to the Property and Upgrades, or pay any balance of the Loan Amount due to the City if the Property is not restored; and
   3. (if not the owner of the Property) provide a signed copy of the Property Owner's Attestation of Approval.

b. Install the Proposed Upgrades after Loan Agreement is executed.

c. Work with an Eligible Contractor to install the Proposed Upgrades and submit required project documentation for rebates and financing upon the completion of the installation of the Proposed Upgrades.

d. Include for financing only those Proposed Upgrades identified as Eligible Upgrades.

e. Ensure installations comply with all federal, state, and municipal laws, ordinances, rules, codes, standards, and regulations.

f. Provide San José Clean Energy with completed Verification Documents:
   1. Itemized final invoice(s) for equipment, materials, and labor
   2. Project Verification Form and Final Loan Terms (Exhibit G)
   3. Photos of the new installed upgrades, and if applicable, a photo of capped gas line of old equipment
   4. For battery storage installations: Interconnection Agreement signed by homeowner and PG&E or Permission to Operate (PTO) from PG&E.

5. Copy of all finaled City of San José permit(s) for installed upgrades

3. Eligible Contractors

An Eligible Contractor:

a. Has signed the San José Clean Energy Contractor Participation Agreement
b. Has a valid contractor's license and general liability insurance

4. Eligible Upgrades and Costs

To be eligible for a loan, a project must include at least one of the following required Upgrades: heat pump water heater, heat pump HVAC, or battery storage. All other Proposed Upgrades are only eligible if paired with one of these required Upgrades.

a. Eligible Upgrades:
    i. Heat pump water heater
    ii. Heat pump for heating ventilation and air conditioning (HVAC)
    iii. Battery storage (must be paired with existing or newly installed solar)
    iv. Pre-wiring/electrical circuit for electric cooktop/stove, electric dryer, or EV charger
    v. Electric service panel upgrades
    vi. Circuit pauser
    vii. Circuit splitter
    viii. Attic insulation (must be paired with heat pump HVAC system installation)

b. Ineligible Upgrades:
    i. Methane gas appliances such furnaces, tankless and tank gas water heaters.
    ii. Air conditioning that is not a heat pump system capable of both space heating and cooling.
    iii. Battery storage leased by the homeowner.
    iv. Batteries connected to a portable solar system of any size or any solar systems less than 2 kilowatts (kW)

c. Eligible Project Costs:
    i. Equipment costs
    ii. Installation costs, including materials and labor
    iii. Electric infrastructure (including conduit, wiring, etc.)
    iv. Design & engineering services

Exhibit B

Application

Submission date	
Applicant information	
Name, as stated on PG&E bill	
Email	
Phone	
Social Security Number (SSN)	
Property address, as stated on PG&E bill and where the project will take place	
Assessor's Parcel Number (APN)	
Name of property owner of title	
Number of years/months at property	
Employer name	
Address of employer	
Employer phone number	
Number of years at employer	
Please upload proof of identity verification	*Document received and accepted.*
I attest that I am the PG&E account holder of record, and the owner of title of the property has filled out an attestation approving of my participation in the EcoHome Payment Plan Pilot Program, and all the above information	Yes
(If required) Please upload an executed Property Owner Attestation of Approval	*Document received and accepted.*
Please upload proof of insurance	*Document received and accepted.*
Project Information	
Name of selected contractor	
Eligible upgrades to take place (select all that apply)	
Per your contractor bid, what is the total cost of your Eligible Upgrades before any rebates?	
How much in rebates do you expect to receive?	
Do you expect to put a down payment of your own to pay for some of the work to take place (thereby not financing the entire project)? If yes, approximately, how much? *(If answer is "No", cell will be empty)*	
How many years would you like to pay the financed amount over? (no more than 5)	
Please upload your contractor bid	*Document received and accepted.*
Do you have any comments or questions for us? (optional)	

Household and Demographic Information (Optional)	
How many people live in your household?	
What is your annual household income?	
What is your age?	
What is your gender?	
What is your race/ethnicity?	

Exhibit C

Proposed Upgrades and Loan Terms*

A) List of eligible upgrades to be installed (must also be on contractor bid) ("Proposed Upgrades")	
B) Total cost of Proposed Upgrades before rebates and discounts	$
C) Anticipated San José Clean Energy rebates	$
D) Anticipated BayREN rebates, if any	$
E) Other rebates & discounts anticipated to be passed on or provided by Contractor (e.g. TECH, SGIP), if any	$
F) Anticipated down payment by customer, if any	$
G) Anticipated amount to finance (B minus C, D, E, and F) (the "Loan Amount")	$
H) Anticipated loan term (years) as indicated in customer application	years
I) Interest rate	0%
J) Anticipated Monthly Payment (G divided by H and 12)	$

*These terms are based on the contractor bid and information provided in Customer's Application (Exhibit B). Customer acknowledges and agrees that in the event of any changes to this Exhibit C, the Customer is solely responsible for negotiating and documenting such changes with Customer's selected Contractor. The Final Project Verification and Loan Terms shall reflect any such agreed upon changes and determine the Customer's final monthly payment. The Final Project Verification and Loan Terms shall be signed by the Customer and Contractor and will be appended to the Loan Agreement as Exhibit G of this executed Loan Agreement upon completed installation of the Proposed Upgrades.

Exhibit D

Truth in Lending Disclosure Statement

Creditor City of San José	Applicant(s)
Mailing Address 200 E Santa Clara St, San Jose, CA 95113	Property Address
Loan Number	Preparation Date

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.
E 0.00%	**E $0.00**	**E $**	**E $**

PAYMENT SCHEDULE

NUMBER OF PAYMENTS	* AMOUNT OF PAYMENTS	MONTHLY PAYMENTS ARE DUE BEGINNING
		1st invoice, delivered in accordance with customer's existing PG&E utility billing cycle, following the City's approval of Loan Pilot Program close out documents

* All amounts and payments are estimated. After final upgrades disbursement, a statement will be provided showing final principal and payment amounts.
* Excludes taxes or insurance.

DEMAND FEATURE: □ This loan does not have a Demand Feature. ■ This loan has a Demand Feature.

ITEMIZATION: You have a right at this time to an ITEMIZATION OF AMOUNT FINANCED.
I/We □ do ■ do not want an itemization.

REQUIRED DEPOSIT: ☒ NONE

VARIABLE RATE FEATURE: NONE

SECURITY: You are giving a security interest in: NONE

LATE CHARGES: NONE

PREPAYMENT: If you prepay this loan in full or in part, you
□ may ■ will not have to pay a penalty.
□ may ■ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and payment refunds and penalties.

E means estimate.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure. I/We understand there is no commitment for the creditor to make this loan and there is no obligation for me/us to accept this loan upon delivery of signing of this disclosure.

Borrower's Signature	Date	Borrower's Signature	Date

Exhibit E

The Housing Financial Discrimination Act Of 1977
Fair Lending Notice

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or

2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

1515 Clay Street, Suite 702, Oakland, CA 94612-1402

320 West 4th Street, Suite 350, Los Angeles, CA 90013-1105

OR the Secretary of Business, Transportation and Housing at the following location:

980 9th Street, Suite 2450, Sacramento, CA 95814

ACKNOWLEDGMENT OF RECEIPT

I/We received a copy of this notice.

Signature of Applicant	Date
Signature of Applicant	Date

Exhibit F
Property Owner Attestation of Approval

Property Address:
APN:
(the "Property").

Dear Property Owner,

An occupant of the Property is applying for the San José Clean Energy EcoHome Payment Plan Pilot Program (the "Program"). This Program provides eligible customers of San José Clean Energy with a zero interest loan to install certain eligible energy upgrades. The eligible upgrades require the installation of either a heat pump water heater, heat pump HVAC, or battery storage system, and may be paired with additional measures. To participate in the Program, eligible customers must:

a. Submit a signed Loan Application, along with a copy of this Property Owner's Attestation of Approval, and abide by the terms and conditions in the Loan Agreement.

b. Install the approved upgrades (after Loan Agreement is executed) (the "Upgrades").

c. Work with an eligible contractor to install Upgrades and submit required project documentation for rebates and financing upon the completion of the project.

d. Include for financing only upgrades identified as "Eligible Upgrades" under the Program.

e. Ensure installations comply with all federal, state, and municipal laws, ordinances, rules, codes, standards, and regulations.

f. Provide San José Clean Energy with the following completed Verification Documents:

1. itemized final invoice(s) for equipment, materials, and labor;

2. Project Verification Form and Final Loan Terms (Exhibit G to the loan agreement);

3. photos of the new installed Upgrades, and if applicable, photo(s) of capped gas line of old equipment;

4. For battery storage installations, an Interconnection Agreement signed by homeowner and PG&E or a final Permission to Operate (PTO) from PG&E; and

5. a copy of all finaled City of San José permit(s) required for the installed Upgrades

The maximum term of the loan is for five (5) years. If your tenant moves or leaves the Program prior to paying the balance of the financed amount, the City of San José may pursue any of the of the following remedies:

-Drop customer from San José Clean Energy electric service and return customer to PG&E bundled service,

-Refer the Customer to a collection agency, and/or

-Any and all other remedies provided to the City of San José under law or equity.

As the property owner of title of the rental Property listed above, I approve the occupants' participation in the San José Clean Energy EcoHome Payment Plan Pilot Program, I authorize the occupants to install the Eligible Upgrades and attest that the occupants' tenancy will not be disturbed and the rent or utility costs will not be increased based on the occupants' participation in the San José Clean Energy EcoHome Payment Plan Pilot Program. I acknowledge and agree that the City of San José and San José Clean Energy make no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance, or any use of the equipment discussed, selected, rejected, purchased, or otherwise considered by me. The City of San José and San José Clean Energy hereby expressly disclaim all warranties, whether express, implied, oral, or written, statutory, or otherwise, regarding any subject matter of this program or any equipment installed as an upgrade pursuant to the Program. I acknowledge and agree that any decisions regarding the

selection, design, purchase, installation, use, and operation of any product, equipment, or improvement(s), or consideration or selection of any installer or contractor shall be at my sole discretion and are my sole responsibility.

Property owner information

Property owner name (Please print):_____

Property owner signature:_____

Property owner phone:_____

Property owner email:_____

To be attached on project completion:

Exhibit G
Final Project Verification and Loan Terms

Exhibit H
Final Truth In Lending Disclosure Statement