

**ATTACHMENT B to PSE's Response to
Bench Request No. 001**

PSE / GHL Transition Plan

Updated July 10, 2020

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Transition Plan

Summary

Grand HVAC Leasing (“GHL”) and Puget Sound Energy (“PSE”) have drafted a mutually agreed upon Transition Plan and timeline that will make for a sound plan striving for flawless execution. Congruently, PSE and GHL want to successfully transition customers to GHL’s programs to ensure service and replacement of equipment is continued at the highest satisfaction level.

We believe regular and detailed customer communications and choices will help deliver the best results. Customers will be made aware, provided options, and informed of program changes and timelines. The timeline for transition will be dependent on the timing of Washington Utilities and Transportation Commission (WUTC) approval. PSE and GHL anticipate that four (4) months following regulatory approval is required to transfer customers to GHL prior to the close of the transaction. GHL has also developed a two (2) month post-close plan to allocate additional resources to transition customers post-close, to ensure customers have been well-informed, and have had time to make a sound decision.

PSE will consult and coordinate the action items and deliverables with GHL throughout the transition process. GHL will consult and manage such activities as, but not limited to:

- Identify key activities and dates
- Create detailed execution and communication plans
- Assign tasks and monitor deliverables and deadlines
- GHL staff and contact center process development and training specific to these customers, assets, and contractors
- Prepare or assist PSE in preparing communications materials and letters, such as
 - PSE Notice letter
 - PSE Transition Option Letter
 - GHL Welcome Letter
 - GHL Billing and Payments communication(s) including changes to Terms and Conditions
- Onboard existing contractors servicing the portfolio
- Actively manage the customer billing and payments conversion
- Provide updated customer acquisition information during the course of the transition

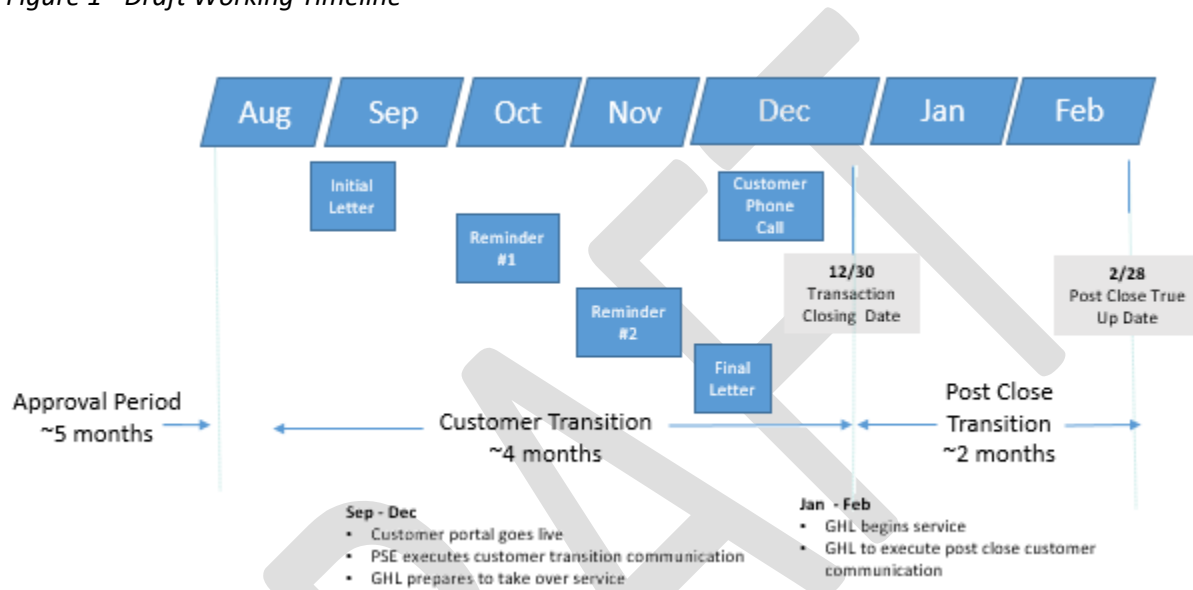
PSE and GHL will work collaboratively to execute the customer transition plan. All communications, including customer communication, portals or webpages prior to close will be reviewed by both PSE and GHL prior to being available to customers, with approval not being unreasonably withheld by either party.

Timeframe

The expected minimum timeline to complete the transition is approximately four (4) months from the formal regulatory approval date. Figure 1 shows a high-level draft project plan that will be enhanced with additional detail as needed.

GHL has a working base of acquisition and transition information, process, and communications materials which support the detailed plan from previous acquisitions. Communication materials will be created to inform and advise customers of options, timelines and changes. This process will be repeated for the customers post-close to ensure that they understand their options and that they have sufficient time to enroll in the GHL platform for automatic billing and payment and sign new terms. Figure 1 below is a draft working timeline with more detailed plans and communications pieces to follow as the acquisition progresses.

Figure 1 - Draft Working Timeline



Customer Transition & Support

PSE will have online and customer support available for customers to understand their options to transition to GHL or terminate their rental agreement. PSE will provide the link to the GHL online site or provide the number to call GHL to enroll and complete transition forms. PSE will process all termination requests without transfer to GHL.

The process for customers to enroll with GHL will be a relatively simple one, and customers will have the option to enroll via phone or using their computer, to make the process as flexible as possible. GHL will utilize live-answer agents to help aid in this transition, by being available for phone support during regular business hours. These agents will be specially trained to assist customers with the PSE transition, including answering customer questions, and guiding customers through the transition process (such as facilitating enrollment over the phone). GHL also will provide a specialized toll-free phone number for the transition customers to call to get support or to enroll.

GHL will also have online support available in the form of an easy-to-use online portal designed to help customers enroll quickly and easily. Customers will have the ability to view and agree to their new terms

and conditions, enter contact and payment information, and access a list of Frequently Asked Questions and Answers.

Once a customer is enrolled, GHL will provide the customer with a confirmation email, plus a welcome letter sent by direct mail. This letter will contain information regarding the leasing program, a copy of their terms and conditions, and a sticker to put on their equipment. This sticker provides the customer with a toll-free number that customers can call for any service or billing issues that occur post-closing. More detail regarding the options that customers have during the transition can be found in Appendix A. Appendix B-D contains draft customer transition communications.

Post-Transition Plan

GHL and PSE have created a post-transition plan to help customers who desire to continue their rental service but did not complete enrollment with GHL prior to closing. This plan involves additional effort to contact customers on the part of GHL.

Following the close date, PSE will provide GHL with information defined as “Books and Records” for the customers who did not terminate their PSE rental agreement prior to close. GHL will then attempt to contact these customers for two (2) months post-closing to help them enroll into the GHL platform. Customers who indicate their decision by continuing to pay the monthly service fee to GHL after close, but who have not completed transition forms will receive the same service they received prior to the close until they terminate their rental agreement, which has been assigned to GHL. Customers who do not enroll or make a payment to GHL will have their lease terminated after two (2) months post-close under the PSE lease terms with no payoff required.

Post-closing communications with customers who do enroll and complete the transition forms will include the aforementioned welcome letters.

Post-closing communications with customers who did not complete enrollment with GHL prior to closing, nor submit a payment under their existing PSE agreement, will include a series of direct mail and phone calls to remind customers to submit their transition agreement, or GHL can walk them through options and selection while live on the call. GHL representatives will follow up with these customers to explain the transition and the value of the GHL leasing program. Customers who agree to transition within the two-month post-close period will have the same options as the customers who transitioned prior to the close date including the continuance of the initial monthly rate for a minimum of 24 months.

Billing and Collections

The goal is to migrate each customer who chooses to transition to GHL to one of the standard payment options as of the close date of the transaction. GHL has comprehensive and flexible billing, collections, and customer inquiry and support processes and capabilities. Working with PSE, GHL will work to transition all enrolled customers to a preferred payment method of choice. GHL’s electronic payment methods includes preauthorized auto-payment options and access a portal to manually pay their invoice electronically. GHL will offer check payments to those customers who are unable or prefer to pay via electronic options. Customers can receive their monthly invoices electronically or via paper.

ACH/Direct Debit. Direct Debit allows fixed monthly customer payments to be automatically deducted from the customer's bank account on a fixed day each month. It is a convenient way to pay and ensures timely payment. GHL never charges the customer for these services and instead absorbs the fees into its operating costs.

Pre-Authorized Credit/Debit Card. GHL's preauthorized Credit/Debit Card payments processing gives customers the option to have their monthly payments charged automatically to VISA or MasterCard accounts. This method of payment is convenient, flexible, and paperless which is economical for both customers and GHL. GHL never charges the customer for these services and instead absorbs the fees into its operating costs.

Manual Monthly Electronic Payment Options. Customers will have access to a GHL portal where they can view and pay their monthly invoice using a variety of electronic payment methods.

Pay-by-Check. For those customers who are unable to provide a debit/credit card or banking information for automatic payments, GHL can process payments via check. A paper or electronic invoice is sent to the customer, who can then send a check directly to GHL for processing.

Service Repair, Maintenance, & Replacement

GHL has recently onboarded FAST Water Heater to service the PSE portfolio to perform the repair, maintenance, and installation of the water heater equipment through their established Authorized Dealer onboarding process. The on-boarding process includes determining the capabilities of the contractors to support customers and ensuring that all appropriate licensing and insurance coverage is maintained.

GHL's 24/7 Contact Center will be ready to direct any service and gas odor emergency calls to PSE once customer communications begin to handle any inquiries that may come in before PSE and GHL formally transition service calls and dispatching operations to GHL. Working with PSE, customer communications will feature highly visible GHL contact information and simple instructions on how a customer may report or inquire about service twenty-four (24) hours per day, and seven (7) days per week after the transition of service.

GHL monitors established and proven service standards with each of their Authorized Dealers including customer communication, diagnosis, and repair/restart/replace resolution. GHL's detailed processes and standards are documented in agreements established with each Authorized Dealer during onboarding and follow GHL installation and service operations principles as set forth below:

- 100% Customer, Employee, and Technician safety
- Proactive communication
- Excellent customer service – “Do it Right, Make it Right”
- Fast service response time
- Fixed right first time – quick problem resolution

- Total respect for customers and their property, and employees
- Continued process adherence

Equipment location (and customer, if different) address and equipment information are stored in GHL’s systems which connect each location to the servicing Authorized Dealer, so that inbound service call dispatching and resolution are fast and efficient. The Authorized Dealer is issued a unique Service Authorization Number for each call dispatched and they will reference that Service Authorization Number on their invoice to GHL. Payments by GHL are made by means agreed to by the Authorized Dealer and GHL – typically via electronic funds transfer or paper check. Customers never pay for service parts and labor repair calls due to normal wear and tear. At the time of equipment replacement, the customer will migrate to a new GHL lease agreement.

GHL minimum Service Standards meet the existing standard set by PSE for responding to customer requests as shown below.

Call Description	Priority Call Status	Contact Customer (Regular Hours)	Contact Customer (After Hours*)	Service Provided ** (Response)
Water Leaking (potential damage)	Emergency	Within 1 hour	Within 1 hour	Within 4 hours
No hot water	Standard	Within 2 hours	Next AM	Within 24 hours
Water Leaking (no damage)	Standard	Within 2 hours	Next AM	Within 24 hours
All other calls	Standard	Within 2 hours	Next AM	Within 24 hours
* After hours starts at 5PM Monday to Friday and all weekend. ** Service Provided (Response): There may be certain times of the year that service call volumes are extreme due to severe weather conditions, and service response times may slightly exceed 24 hours. Customers are to be advised and forewarned when these conditions are possible.				

Service stickers will be provided to customers to be placed on each piece of GHL rental equipment.



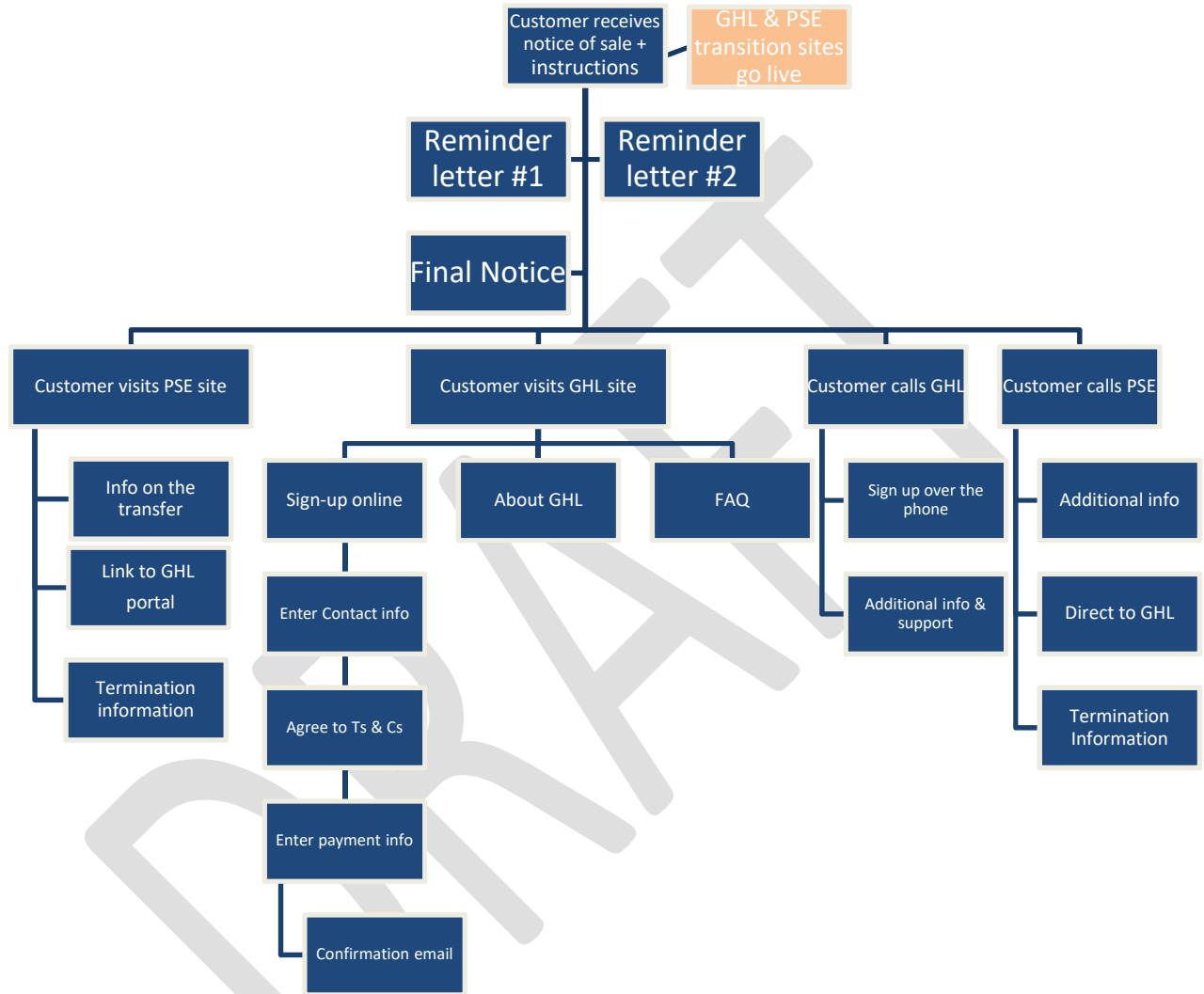
Customer Transition Options

Customer Enrollment: Customers will have the option to enroll and complete the transition forms with GHL via phone or online. Customers who enroll will be required to provide their contact and billing information to GHL, and will receive a welcome letter, a copy of their new contract, and a service sticker for their equipment. These customers will enjoy the same service that they did with PSE prior to closing, with 100% service parts and labor coverage.

Termination: Customer will have an option to terminate their existing rental agreement with PSE. This option will be available to customers during the transition period until the closing date. Customers will be able to terminate their assigned lease agreement after closing by contacting GHL.

Post-Closing: All customers who did not terminate their rental agreement during the transition period will be automatically transitioned to GHL's program. For those customers who have not yet enrolled in the GHL platform, GHL will continue to attempt to contact these customers for a two-month period post-closing to enroll and complete the transition forms.

Appendix A: Customer Options



Appendix B: Draft Initial Customer Transition Letter for Customers with Fully Depreciated Equipment



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]

Leased Equipment: [EQUIPMENT NUMBER]
Service Address: [SERVICE ADDRESS]
Account Number: [ACCOUNT NUMBER]
Remaining Payoff Balance: \$0

Dear Valued Customer,

The purpose of this letter is to inform you of changes to PSE's gas water heater rental service. Our records indicate you are currently renting a water heater from Puget Sound Energy (PSE) as identified above. If this information is incorrect, please contact Lease Services so we may update our records.

As of [date], Grand HVAC Leasing (GHL) will be taking over PSE's water heating rental service. GHL is a leader in providing residential and commercial new and replacement equipment rentals across North America. GHL will provide you the same reliable worry-free hot water you have enjoyed with PSE. Enclosed is additional information on GHL, and a comparison between PSE's rental service and GHL's rental service.

You have a choice to continue service with GHL or end your participation in the rental service. Should you continue your rental service with GHL, we are committed to making the transition of your water heater rental to GHL as seamless as possible. This means you enjoy 100% parts and labor coverage with your GHL rentals for as long as you remain on the program. Your monthly rental rate for your current equipment will be \$xx.xx for a minimum of two years with a guarantee cap on any price increase in your third year. Please review the enclosed GHL Rental Agreement for more information.

As we move forward with this transition, there are a few steps that you would need to complete to ensure continued protection of your water heating service.

Enroll with GHL

You have two options for enrolling in GHL's service, either online or by phone.

To Enroll Online (Internet Access Required)

To enroll online, please visit www.ghlsolutions.com/pse

You will be asked to fill in your contact and billing information. GHL offers direct withdraw from your bank account or charge to your credit/debit card, so you do not have to worry about receiving a delivered bill and paying your bill on time. Finally, you will be asked to review and agree to the new and updated terms and conditions.

To Enroll via Phone (No Internet Access Required)

To enroll over the phone, please call GHL at 1-833-358-0273.

GHL support staff will complete the necessary steps for you over the phone for enrollment today. No computer or internet access required from you. You will then be emailed or direct mailed any and all required documentation.

Regardless of when you enroll, GHL will not be taking over your rental water heater service until [date], 2020. Prior to that date, please contact PSE Lease Services for any billing or service related issues.

Ending Your Rental

If you choose not to continue your rental service with GHL, you must end your rental service with PSE prior to [date] by visiting pse.com/LeaseServices.

To end your rental service, you can request to take ownership of the water heater at no additional cost, or request for PSE to remove the water heater. If you choose to take ownership of the water heater, you will be solely responsible for repair or replacement of the water heater and for ensuring that your gas water heater continues to operate safely and reliably.

PSE appreciates your participation in the water heater rental service and is here to help you with the change to the service. PSE Lease Services can be contacted at LeaseServices@pse.com, pse.com/leaseservices, or by phone at 800-421-7368.

Thank you for being a PSE customer.

Sincerely,

Lease Services
Puget Sound Energy

Appendix C: Draft Initial Customer Transition Letter for Customers with Remaining Undepreciated Balance



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]

Lease Equipment: [EQUIPMENT NUMBER]
Service Address: [SERVICE ADDRESS]
Account Number: [ACCOUNT NUMBER]
Remaining Payoff Balance: [\$XXX.xx]

Dear Valued Customer,

The purpose of this letter is to inform you of changes to PSE's gas water heater rental service. Our records indicate you are currently renting a water heater from Puget Sound Energy (PSE) as identified above. If this information is incorrect, please contact Lease Services so we may update our records.

As of [date], Grand HVAC Leasing (GHL) will be taking over PSE's water heating rental service. GHL is a leader in providing residential and commercial new and replacement equipment rentals across North America. GHL will provide you the same reliable worry-free hot water you have enjoyed with PSE. Enclosed is additional information on GHL, and a comparison between PSE's rental service and GHL's rental service.

You have a choice to continue service with GHL or end your participation in the rental service. Should you continue your rental service with GHL, we are committed to making the transition of your water heater rental to GHL as seamless as possible. This means you enjoy 100% parts and labor coverage with your GHL rentals for as long as you remain on the program. Your monthly rental rate for your current equipment will be \$xx.xx for a minimum of two years with a guarantee cap on any price increase in your third year. Please review the enclosed GHL Rental Agreement for more information.

As we move forward with this transition, there are a few steps that you would need to complete to ensure continued protection of your water heating service.

Enroll with GHL

You have two options for enrolling in GHL's service, either online or by phone.

To Enroll Online (Internet Access Required)

To enroll online, please visit www.ghlsolutions.com/pse

You will be asked to fill in your contact and billing information. GHL offers direct withdraw from your bank account or charge to your credit/debit card, so you do not have to worry about receiving a delivered bill and paying your bill on time.

Finally, you will be asked to review and agree to the new and updated terms and conditions.

To Enroll via Phone (No Internet Access Required)

To enroll over the phone, please call GHL at 1-833-358-0273.

GHL support staff will complete the necessary steps for you over the phone for enrollment today. No computer or internet access required from you. You will then be emailed or direct mailed any and all required documentation.

Regardless of when you enroll, GHL will not be taking over your rental water heater service until [date], 2020. Prior to that date, please contact PSE Lease Services for any billing or service related issues.

Ending Your Rental

If you choose not to continue your rental service with GHL, you must end your rental service with PSE prior to [date] by visiting pse.com/LeaseServices.

To end your rental service and take ownership of the water heater, you must pay the remaining payoff balance of \$XXX.XX. Upon request, PSE will offer payment plans that allow you to pay your payoff balance over a period of up to 12 months. If you choose to take ownership, you will be solely responsible for repair or replacement of the water heater and for ensuring that your gas water heater continues to operate safely and reliably. You also have the option for PSE to remove the water heater to end your rental service.

PSE appreciates your participation in the water heater rental service and is here to help you with the change to the service. PSE Lease Services can be contacted at LeaseServices@pse.com, pse.com/leaseservices, or by phone at 800-421-7368.

Thank you for being a PSE customer.

Sincerely,
Lease Services
Puget Sound Energy

Appendix D: Draft Initial Customer Transition Letter Welcome to Grand HVAC Leasing Insert



1-833-358-0273
www.ghlsolutions.com/pse
pse@grandhvacleasing.com

Welcome to Grand HVAC Leasing!

GRAND HVAC Leasing USA LLC (“GHL”) is excited to provide the same reliable worry-free hot water you have enjoyed with Puget Sound Energy (PSE). **As of [date], Grand HVAC Leasing will be taking over PSE’s rental water heater customers.** |

We are committed to making the transition of your water heater rental to GHL as seamless as possible. *We welcome you and your family to our family.*

Your monthly rental rate will remain the same as it was with PSE as of [Date], and you will continue to receive the same service coverage as you did prior to the transition.

ACTION: see the enrollment options below

Enrollment Options

You have two options for enrolling in GHL’s program, either online or by phone.

Option 1: Enroll Online (Internet Access Required)

1. Visit www.ghlsolutions.com/pse
2. Fill in your contact information
3. Choose your bill payment options
4. Review, sign & save your new contract

You will receive your confirmation email immediately following your sign-up, requesting your electronic signature.

Option 2: Enroll via Phone (No Internet Access Required)

1. Call 1-833-358-0273
2. Provide your contact information
3. Choose your bill payment options
4. Review your new contract over the phone

You will receive your confirmation over the phone immediately following your sign-up.

Thank you for signing up! Please note, GHL will not be taking over your rental water heater service until **[date], 2020**. Prior to that date, please contact Puget Sound Energy for any billing or service related issues.

Following [date] 2020, you will contact GHL directly at 1-855-754-0530 for any billing, service, or maintenance related needs.

GRAND HVAC LEASING USA LLC
100 South Ashley Drive Suite 600, Tampa, FL 33602
TEL: 1-855-754-0530, FAX: 1-289-337-2899
www.grandhvacleasing.com

Appendix E: Draft Initial Customer Transition Comparison Matrix

DRAFT	COMPARISON	
	PSE	Grand HVAC Leasing
100% Worry-Free Coverage		
100% Coverage of Replacement and Repairs	✓	✓
24 x 7 Emergency Replacement or Repairs	✓	✓
Trusted Contractor Partners	✓	✓
Replacement Options		
Replacements Include Code Upgrades Costs	✗	✓
Replacement Starts a New Lease Term	✓	✓
Tankless Replacement Options	✗	✓
HVAC Bundling Options	✗	✓
Rental Payments		
Guarantee Monthly Rental Rate for 24 Months	✗	✓
4.9% Cap on Annual Price Increase After 24 months*	✗	✓
Worry-Free Automatic Payment Options	✓	✓
Rental Terms		
Rental Term Length	12 Months	36 Months
Ownership Option After 36 Months	✓ with a payoff	✓
Automatic Extended Protection at the End of the Term	Monthly	Annual
Cancellation Penalty	✗	✗
Cancellation Terms	Pay out value of equipment	Pay out remaining months on term
Easily Transferrable	✓	✓

*Grand HVAC Leasing has never increased customers' rental fees!

Appendix F: Draft Initial Customer Transition Letter - GH L

Terms and Conditions Insert

Terms and Conditions of the Equipment Lease with Grand HVAC Leasing, USA, LLC

Customer's continued use of the rental water heater shall constitute acceptance of the following Terms and Conditions.

1. Term and Termination. This Agreement is for a Term of 36 months (the "Term") commencing on [Date] the ("Commencement Date"), and shall renew automatically on a year to year basis unless terminated by you. Your sole method of terminating this Agreement is to purchase the Equipment in "As Is" condition for a value equal to: the total present value of all unpaid and future monthly rental payments due under the Terms of this Agreement where the present value will be calculated by discounting at a rate per annum equal to three percent (3.0%). Customer shall advise of their request to purchase the Equipment by contacting GH L at 1-855-754-0530 or by email at service@grandhvacleasing.com.

2. Condition of Equipment. You agree to keep the Equipment in the same condition as when delivered and installed other than normal wear and tear. You have no ownership interest in the Equipment, other than the right to use the Equipment as intended for its ordinary purposes and under the Terms and Conditions herein. You will: (i) maintain effective operation of any system supplying water or electricity to the Equipment; (ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room near the Equipment; (iii) ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation; (iv) provide GH L or its authorized service representative with access to the Equipment, whenever reasonably required for purposes of inspection, repair, maintenance or removal; (v) ensure that the Equipment is located in an area with sufficient drainage and that such drainage is in proper working order and unrestricted; and (vi) shall not permit anyone who has not been authorized by GH L to service, repair, modify, alter, adjust, move, or disconnect the Equipment.

3. Service and Repair. GH L's obligation to Customer is to service and repair the Equipment using third party contractors licensed by the Washington State Department of Labor & Industries (<https://lni.wa.gov/>), and/or the Seattle Department of Construction & Inspections (<http://www.seattle.gov/sdci>). Customer's obligation is to notify GH L of any requested service or maintenance of the Equipment. Customer will not be responsible for any service charges or replacement parts charges except: (i) if you, or a third party not authorized by GH L, install, alter, modify, adjust, damage, service, repair, move or disconnect the Equipment; (ii) if service or repairs are required because the Equipment was used for unintended or unauthorized purposes; (iii) if Equipment requires de-liming, flushing or other repair due to poor water conditions or poor quality of the environment in which the Equipment is situated; (iv) where, piping, wiring, plumbing, or electric services require cleaning, repair, or replacement; (v) if you fail to maintain your Equipment in accordance with the requirements of this Agreement; or (vi) if you fail to fulfill any of your obligations under the Agreement. A minimum service fee of \$100.00 plus any additional charges which may apply for additional services provided shall be charged to your account for Service calls you request which are unrelated to the Equipment, as determined at the sole discretion of GH L including service calls where a person at least 18 years of age is not present in the home or service calls where our access to the Equipment is obstructed. GH L, at its sole discretion, will replace defective Equipment due to issues not caused by you and you shall enter into a new Agreement under the then current Terms and Conditions or this Agreement may be terminated by you in accordance with your obligations under this Agreement.

4. Payments. You shall pay the Total Monthly Payment including applicable taxes each month throughout the entire Term of this Agreement, starting on the Commencement Date, and pay any additional charges which may apply. Your obligation to remit all amounts under this Agreement shall be absolute and unconditional without any hold-back, deduction, abatement, claim for compensation or set-off for any reason. After the first 24 months of this Agreement, GHL reserves the right to increase the Monthly Payment from time to time, with (i) at least 30 days advance Customer notice and (ii) any increase shall be no more than 4.9% annually. You shall make all payments required to be made under this Agreement to GHL by (i) pre-authorized, recurring Credit Card payment from a company acceptable to GHL, or (ii) automatic bank withdrawal (ACH) payment where you authorize GHL, and the financial institution you designate, to debit your bank account for the full amount of the payment due under the terms of this Agreement, for the entire term of this Agreement. You waive requirement for any notification when a payment shall be or is processed or any adjustment in Monthly Payment or other applicable charges shall apply. You agree to pay a fee of \$25.00 for a pre-authorized payment that is returned or incomplete for any reason. You agree that termination by you of credit card or ACH payments shall in no circumstance reduce your payment obligation, or any other obligation, under this Agreement. You warrant that all credit card or ACH information provided is accurate and for an account in good standing; you are an authorized user of such payment method; and you agree to notify GHL at least Fifteen (15) days prior to any change to your payment arrangements with us. You agree that GHL may utilize, assign, or transfer payment services to a third-party at our sole discretion. You have the right to receive reimbursement for a payment debited from your account for which this Agreement does not permit. Please contact GHL immediately to report any error of payment. You may also obtain a form for a Reimbursement Claim, or for more information on your recourse rights, you may contact your financial institution.

5. Liability. You operate the Equipment at your own risk. You agree to indemnify GHL from any and all loss or damage related to the Equipment for any reason and all claims, losses or costs that GHL may suffer, pay or may be required to pay, including legal expenses, in connection with the Equipment, this Agreement or the use and operation of the Equipment, including any claims against GHL for any injury or death to individuals or damage to property. Your indemnification shall survive termination of this Agreement.

6. Default. You shall be in default of your obligations under this Agreement ("Default") if: (i) you do not make any payment(s) within Thirty (30) days as required by this Agreement; (ii) you encumber the Equipment in any way; (iii) transfer title to the premises where the Equipment is installed without first purchasing the Equipment, unless we have agreed in writing to the assumption of your obligations under this Agreement by the party acquiring title to such premises or such obligation to be paid at the closing of a transfer of title to the premises; (iv) you attempt to transfer or sublet the Equipment; (v) you move, alter, modify or place the Equipment at risk; (vi) you remove or attempt to remove the Equipment from the Premises; (vii) you allow any damage other than that caused by normal wear and tear; (viii) any representation or warranty made by you in entering into this Agreement is untrue or incorrect; or (ix) you fail to abide by any of the terms of this Agreement in any way, you shall be in Default and deemed to have terminated this Agreement per the terms of Termination of this Agreement.

7. Sale of Premises. If you sell your premises, you agree to inform the purchaser and GHL at least Thirty (30) days before such sale or transfer of the premises that the Equipment is rented pursuant to this Agreement and that this Agreement may either be assumed or bought out. You authorize GHL to respond to information requests relating to your account made by or on behalf of the purchaser. You shall contact GHL to inform us of any proposed assignment and you and the purchaser shall undertake all acts and provide and sign all documents as may be required giving effect to the assignment or purchase of this Agreement to the purchaser. If this Agreement is not bought out or assumed by purchaser in full and at any closing, for any reason, you shall remain solely obligated under the terms of this Agreement.

8. Assignment. GHL may as and by way of security or absolutely, at any time, without your consent or notice to you, assign or create a security interest in our right, title or interest in this Agreement, payments under this Agreement or in the Equipment described herein to any assignee or purchaser of contracts or payments.

9. Personal Information. You consent that your personal information, included as part of your Agreement with us, but not limited to, your account, credit, and billing history, may be collected, used and maintained by us for the purposes of managing your account with GHL. You agree that GHL may provide your information to our lenders, potential lenders, assignees, or purchasers of Agreements or payments. You consent to our recording all telephone conversations between you and GHL and/or any lender, assignee or purchaser and that we may retain all such recordings. You also consent to GHL contacting you at the telephone number(s) and/or email(s) you have provided. You may revoke your consent to record or to contact by informing GHL by phone, by email or by letter. If you have any questions regarding your personal information, please contact GHL 1-855-754-0530 or by email at service@grandhvacleasing.com

10. Miscellaneous. This Agreement and these terms and conditions makeup the entire Agreement between GHL and you and this Agreement is binding upon you and your permitted successors and assigns. Time is of the essence of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, applicable therein. Venue for any action under this Agreement shall lie in King County, Washington. Information requests by any person(s) other than you shall be verified, unless otherwise stated in this Agreement, and are subject to administration charges as set from time to time by GHL. You agree that if a provision of this Agreement is void or unenforceable in any jurisdiction is, as to that jurisdiction, void only to the extent of such provision, without invalidating the remaining provisions or the invalid provision with respect to any other jurisdiction. You agree that all our rights are cumulative and not alternative and may be exercised by us separately or together in any order or combination.

11. Buyer's Rights to Cancel. You have the right to cancel a sale made at your home, workplace or dormitory, or at a seller's temporary location at any time prior to midnight of the Third (3rd) business day after the date of this transaction. YOU DO NOT NEED A REASON TO CANCEL. To cancel, you must notify GHL by one of: (i) in writing, at 100 South Ashley Drive, Suite 600, Tampa, FL 33602, ii) by phone at 1-855-754-0530; or (ii) email service@grandhvacleasing.com no later than midnight of the third business day following the signing of the contract. A business day under this law includes any calendar day except Sunday or holidays. Within Fifteen (15) days of receiving your cancellation notice, the GHL must return your payment, if any. Within that Fifteen (15) day period, you must allow GHL to pick up the Equipment at your address, or if GHL requests, and you agree, you may ship the Equipment back at the GHL's expense and risk. If GHL does not pick up the Equipment within 90 days of the date of the notice of cancellation, the title to the Equipment will transfer to you. You may also have other rights, duties and remedies at law. For additional information: Tel: 1-855-754-0530; Email: service@grandhvacleasing.com; Address: Grand HVAC Leasing USA, LLC. 100 South Ashley Drive, Suite 600, Tampa, FL 33602.

Appendix G: Draft Reminder Letters 1 & 2



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

[[DATE]]
[CUSTOMER NAME]
[MAILING ADDRESS]

CUSTOMER CODE: [CODE]

Lease Equipment: [EQUIPMENT NUMBER]
Service Address: [SERVICE ADDRESS]
Account Number: [ACCOUNT NUMBER]
Remaining Payoff Balance: [\$XXX.xx]

Dear Valued Customer,

We recently wrote to you to inform you of changes to PSE's gas water heater rental service, and want to remind you to take action prior to [Date].

As of [date], Grand HVAC Leasing (GHL) will be taking over PSE's water heating rental service. GHL is a leader in providing residential and commercial new and replacement equipment rentals across North America. GHL will provide you the same reliable worry-free hot water you have enjoyed with PSE. Enclosed is additional information on GHL, and a comparison between PSE's rental service and GHL's rental service.

You have a choice to continue service with GHL or end your participation in the rental service. Should you continue your rental service with GHL, we are committed to making the transition of your water heater rental to GHL as seamless as possible. This means you enjoy 100% parts and labor coverage with your GHL rentals for as long as you remain on the program. Your monthly rental rate for your current equipment will be \$xx.xx for a minimum of two years with a guarantee cap on any price increase in your third year. Please visit www.ghlsolutions.com/pse to review the GHL Rental Agreement for more information.

As we move forward with this transition, there are a few steps that you would need to complete to ensure continued protection of your water heating service.

Enroll with GHL

You have two options for enrolling in GHL's service, either online or by phone.

To Enroll Online (Internet Access Required)

To enroll online, please visit www.ghlsolutions.com/pse

You will be asked to fill in your contact information and select your bill payment method, as well as input your unique customer code shown on this letter. GHL offers a number of payment methods, including automatic and manual payments

To Enroll via Phone (No Internet Access Required)

To enroll over the phone, please call GHL at 1-833-358-0273.

GHL support staff will complete the necessary steps for you over the phone for enrollment today. No computer or internet access required from you. You will then be emailed or direct mailed any and all required documentation.

Regardless of when you enroll, GHL will not be taking over your rental water heater service until [date], 2020. Prior to that date, please contact PSE Lease Services for any billing or service related issues.

Ending Your Rental

If you choose not to continue your rental service with GHL, you must end your rental service with PSE prior to [date] by visiting pse.com/LeaseServices.

To end your rental service and take ownership of the water heater, you must pay the remaining payoff balance of \$XXX.XX. Upon request, PSE will offer payment plans that allow you to pay your payoff balance over a period of up to 12 months. If you choose to take ownership, you will be solely responsible for repair or replacement of the water heater and for ensuring that your gas water heater continues to operate safely and reliably. You also have the option for PSE to remove the water heater to end your rental service.

PSE appreciates your participation in the water heater rental service and is here to help you with the change to the service. PSE Lease Services can be contacted at LeaseServices@pse.com, pse.com/leaseservices, or by phone at 800-421-7368.

Thank you for being a PSE customer.

Sincerely,
Lease Services
Puget Sound Energy

Inserts: GHL Welcome Letter, Comparison Matrix



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]

CUSTOMER CODE: [CODE]

Lease Equipment: [EQUIPMENT NUMBER]
Service Address: [SERVICE ADDRESS]
Account Number: [ACCOUNT NUMBER]
Remaining Payoff Balance: \$0

Dear Valued Customer,

We recently wrote you to inform you of changes to PSE’s gas water heater rental service, and want to remind you to take action prior to [Date].

As of [date], Grand HVAC Leasing (GHL) will be taking over PSE’s water heating rental service. GHL is a leader in providing residential and commercial new and replacement equipment rentals across North America. GHL will provide you the same reliable worry-free hot water you have enjoyed with PSE. Enclosed is additional information on GHL, and a comparison between PSE’s rental service and GHL’s rental service.

You have a choice to continue service with GHL or end your participation in the rental service. Should you continue your rental service with GHL, we are committed to making the transition of your water heater rental to GHL as seamless as possible. This means you enjoy 100% parts and labor coverage with your GHL rentals for as long as you remain on the program. Your monthly rental rate for your current equipment will be \$xx.xx for a minimum of two years with a guarantee cap on any price increase in your third year. Please visit www.ghlsolutions.com/pse to review the GHL Rental Agreement for more information.

As we move forward with this transition, there are a few steps that you would need to complete to ensure continued protection of your water heating service.

Enroll with GHL

You have two options for enrolling in GHL’s service, either online or by phone.

To Enroll Online (Internet Access Required)

To enroll online, please visit www.ghlsolutions.com/pse

You will be asked to fill in your contact information and select your bill payment method, as well as input your unique customer code shown on this letter. GHL offers a number of payment methods, including automatic and manual payments

To Enroll Via Phone (No Internet Access Required)

To enroll over the phone, please call GHL at 1-833-358-0273.

GHL support staff will complete the necessary steps for you over the phone for enrollment today. No computer or internet access required from you. You will then be emailed or direct mailed any and all required documentation.

Regardless of when you enroll, GHL will not be taking over your rental water heater service until [date], 2020. Prior to that date, please contact PSE Lease Services for any billing or service related issues.

Ending Your Rental

If you choose not to continue your rental service with GHL, you must end your rental service with PSE prior to [date] by visiting pse.com/LeaseServices.

To end your rental service, you can request to take ownership of the water heater at no additional cost, or request for PSE to remove the water heater. If you choose to take ownership of the water heater, you will be solely responsible for repair or replacement of the water heater and for ensuring that your gas water heater continues to operate safely and reliably.

PSE appreciates your participation in the water heater rental service and is here to help you with the change to the service. PSE Lease Services can be contacted at LeaseServices@pse.com, pse.com/leaseservices, or by phone at 800-421-7368.

Thank you for being a PSE customer.

Sincerely,

Lease Services
Puget Sound Energy

Inserts: GHL Welcome Letter, Comparison Matrix

Appendix H: Draft Final Letter



[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]

CUSTOMER CODE: [CODE]

Lease Equipment: [EQUIPMENT NUMBER]
Service Address: [SERVICE ADDRESS]
Account Number: [ACCOUNT NUMBER]

Dear Valued Customer,

WATER HEATER RENTAL PROGRAM – FINAL NOTICE OF SERVICE TRANSFER

We have written you several times regarding your water heater rental service with PSE. We have not yet heard from you to either enroll with Grand HVAC Leasing (GHL) or end your water heater rental service with PSE. As of [date], GHL will be taking over PSE’s rental water heating service and your lease agreement and service will be transferred to GHL unless you choose to terminate your agreement with PSE.

To avoid any interruption of your water heater rental service, please enroll with GHL. Please use the Customer Code at the top of this letter during enrollment.

You have two ways to enroll:

1) **Enroll Online (Internet Access Required)**

To enroll online, please visit www.ghlsolutions.com/pse

2) **Enroll via Phone (No Internet Access Required)**

To enroll over the phone, please call GHL at 1-833-358-0273

If you do not enroll, your rental agreement and rental information will be transferred to GHL for continued service. Your payments and service will continue, and you will begin receiving a paper bill from GHL in the mail after [date]. You will need to enroll with GHL in order to make debit or credit card payments.

If you choose not to continue your water heater rental service with GHL, please contact PSE to end your lease agreement prior to [date]. Please visit pse.com/pages/lease-services to start the process online, or call Lease Services at 1-800-421-7368.

Following [date], please contact GHL for any service related requests, account maintenance, termination, billing.

Sincerely,

Lease Services
Puget Sound Energy

DRAFT