

# Sunrun BrightSave™ Prepaid Agreement

Martin Melgarejo

27282 Sierra Madre Drive, Murrieta, CA, 92563

## Take Control of Your Electric Bill

**\$500**

Amount Due at Signing

**20 Years**

Agreement Term Length

**\$18,064**

Amount Due at Installation  
(includes sales tax)

**\$0.081**

Implied cost per kWh  
(excluding upfront payment, if any)

## WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE



We provide a 100% performance guarantee; you will not be charged for the extra electricity.



We warrant, insure, monitor, maintain and repair the system. We also provide a 10-year roof warranty.



Selling your home? We guarantee the buyer will qualify to assume your agreement.



We'll remove the system at the end of the term, free of charge.



## A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 7.54 kW DC Solar System

With 26 Solar Panels and 1 Inverter(s)

Which will produce an est. 11,788 kWh in its first year

And offset approx. 117% of your current, estimated electricity usage

YOUR SALES REPRESENTATIVE:  
Edgurd Javier

[edgurd.javier@sunrunhome.com](mailto:edgurd.javier@sunrunhome.com)

# Sunrun Installation Services Inc.

## Sunrun BrightSave™ Prepaid Power Purchase Agreement

This Prepaid Power Purchase Agreement (the "Agreement") is entered into by and between Martin Melgarejo ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the sale and purchase of all electric energy generated by a solar photovoltaic system (the "Solar System") to be installed on or at your home located at 27282 Sierra Madre Drive Murrieta, CA 92563 (the "Home"). Sunrun is pleased to provide you with solar electric power for a twenty (20) year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of 6/27/2017 (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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### A. Documents to be Incorporated Into the Agreement

- Exhibit A: Guaranteed Output and Purchase Price
- Exhibit B: Legal Notices
- Exhibit C: Notice of Cancellation
- Exhibit D: Payment Forms
- Exhibit E: Data Usage and Disclosure

### B. Payment Terms, Rebates, and Credits

## Payment Terms

Deposit (due at signing)	\$500 (the "Deposit")
Balance Payment (due at Installation Start Date)	\$18,064 (the "Balance Payment") (Includes sales tax)
Total Payments	\$18,564
Implied cost per kWh	\$0.081

### 1. Balance Payment

The Balance Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Sections E and F below).

- a. You agree to pay Sunrun the Deposit and the Balance Payment in the amounts and on the dates set forth above.
- b. The Deposit is payable to Sunrun Inc. by credit card, money order or a check drawn on a United States bank account.
- c. The Balance Payment are payable to Sunrun Inc. by money order or a check drawn on a United States bank account.

### 2. Payment of Taxes

- a. The payments specified in Section B(1) above do not include taxes (unless specifically noted therein). If any taxes (including, but not limited to, sales and transaction taxes and including any associated interests and penalties) are assessed on these payments, the sale of electric energy, the Home, or the transaction itself, and are paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.
- b. In addition, you agree to reimburse Sunrun for any taxes, including any associated interests and penalties, assessed on the Solar System that Sunrun may incur.
- c. To the extent that Sunrun seeks reimbursement from you, you agree that Sunrun may seek a full reimbursement from you for the total amount incurred by Sunrun, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Sunrun.

3. **Late Payment.** If Sunrun does not receive your payment by the due date listed on the invoice, Sunrun may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

### 4. Net Metering Service.

- a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to use the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun in its sole discretion.
- b. You agree to execute all documentation associated with NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Sunrun may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.

- c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." For the purposes of calculating performance guarantee payments, if any, under Section D, you agree that title to and risk of loss for the electric energy provided under this Agreement shall pass from Sunrun to you when the electric energy reaches Interconnection. You further agree that electrical energy provided under this Agreement is measured at the time when electrical energy reaches Interconnection.

## 5. Supplemental Energy; Rebates & Credits

- a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility and for paying any fees associated with such Supplemental Energy that the other supplier may charge.
- b. You agree that Sunrun alone will receive any credit, rebate, environmental attribute, or other payment or offset (the "Incentive") that may be attributable to the Solar System. All Incentives will be the sole property of and transferable by Sunrun.
- c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Sunrun with respect to incentives attributable to the Solar System, you agree that Sunrun will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Sunrun.
- d. If you purchase the Solar System from Sunrun, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Sunrun.

## C. Our Warranties

### 1. Warranties

- a. **Workmanship Warranty.** We warrant our Work for a period of twenty (20) years after installation (the "Warranty Period"), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our Workmanship Warranty includes but is not limited to the following:
  - (i) **Roof Penetration Warranty.** We warrant that roof penetrations made by the Solar System and impacting the Home's roof will be weather-tight for a period of 10 years after installation.
  - (ii) **Damage Warranty.** We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.
  - (iii) Sunrun will maintain and repair the Solar System for the Initial Term and any Renewal Terms.
- b. **Equipment Warranty.** Sunrun warrants all equipment for the duration of the Initial Term. If parts fail during the term of this Agreement, Sunrun will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Sunrun agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section D.
- c. **End of Term Warranty.** At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun wish to end the Agreement, Sunrun will remove the Solar System at no cost to you and return

**WE INSURE AND  
MAINTAIN THE  
SYSTEM FOR  
20 YEARS AFTER  
INSTALLATION.**

the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 20-year term (including, but not limited to, uneven wear and tear and uneven discoloration).

**2. Warranty Exceptions and Exclusions**

- a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 10 year warranty period.
- b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home’s roof not impacted by the Solar System, (ii) pre-existing and/or underlying failures of the Home’s roof or (iii) foreign objects acting on the Home’s roof (e.g. hail, golf balls, etc.).
- c. The Workmanship Warranty does not apply to the following:
  - (i) Work performed or materials used by anyone other than us or our Installation Partners;
  - (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its Installation Partners without Sunrun’s prior written approval;
  - (iii) Any damages resulting from your breach of the Agreement;
  - (iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
  - (v) Damage resulting from ordinary wear and tear;
  - (vi) Damage resulting from mold, fungus and other organic pathogens;
  - (vii) Shrinking/cracking of grout and caulking;
  - (viii) Fading of paints and finishes exposed to sunlight; and
  - (ix) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by:  (Initials)

- 3. **Contacting Sunrun to Fix the Solar System.** Sunrun will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Sunrun at 855-478-6786 or by email at [customercare@sunrun.com](mailto:customercare@sunrun.com). Sunrun will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

**D. Performance Guarantee**

**1. Production Estimate**

- a. Sunrun estimates that the Solar System will be capable of generating 11,788 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home’s roof(s), the required placement of the Solar System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunrun estimates that the Solar System will be capable of generating 224,890 kilowatt-hours ("kWh") during the Initial Term. (the “Estimated Output”)

- 2. **Guaranteed Output.** Subject to the conditions set forth in this Section D, Sunrun guarantees that the Solar System will generate one hundred percent (100%) of the Estimated Output during the Initial Term

of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output.

Sunrun will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Sunrun will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.
- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by:  (Initials)

**3. Overproduction.** If, over the course of the Initial Term, the Solar System produces more energy than the predicted Guaranteed Output, then the extra energy will be yours at no additional cost. Sunrun may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

**4. Actual Output and Refunds.**

a. On the anniversary of the In-Service Date and on every anniversary thereafter, Sunrun will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that anniversary date set forth on Exhibit A, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that anniversary date from the Guaranteed Output for that anniversary date, and multiplying the result by the refund per kWh amount as set forth for that anniversary date on Exhibit A.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is \$0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e.  $500\text{kWh} \times \$0.13 = \$65$ .

b. If you purchase the Solar System from Sunrun pursuant to Section G(4), and at the time of purchase the Actual Output is less than the Guaranteed Output for that anniversary date as set forth on Exhibit A, Sunrun will apply a credit towards the purchase price for the Solar System. This credit will be calculated by subtracting the Actual Output from the Guaranteed Output, and then multiplying the result by the refund per kWh amount on the anniversary date that precedes the date of purchase.

**E. Design and Installation**

**1. Our Work; Description of Materials.**

a. Our work on the Solar System includes:

- (i) design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System;
- (ii) installation of the Solar System;
- (iii) acquisition of approval from your Utility; and
- (iv) assistance with any applicable rebate program paperwork set forth in Section B(10) (collectively, the "Work").

b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, an inverter, racking materials, and a production meter. Other materials generally used as the "balance of system" are disconnects, breakers, load centers, wires, and conduit.

**2. Solar System Production and Energy Consumption Monitoring; Data.**

a. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) **Production Monitor.** During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the "Production Monitor"). Through the Production Monitor, we will collect Solar System production and performance data ("Performance Data").
- (ii) **Energy Consumption Monitor.** During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). Through the Consumption Monitor, we may collect and store information about energy usage at the Home ("Usage Data").
- (iii) **Access to Monitors.** You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Sunrun with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.
- (iv) **Internet Connection.** In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.
- (v) **Monitor Damage or Inaccuracy.** Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

b. **Data Usage and Disclosure.** We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, "Data "). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

### 3. Design.

- a. Sunrun or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of the Solar System is dependent on the physical specifications of the Home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home's Solar System design will be finalized following a Site Survey of the Home by Sunrun.
- b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved the Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

### 4. Installation

- a. Installation will be performed by Sunrun's licensed, bonded affiliate, Sunrun Installation Services Inc., or by another licensed, bonded contractor (an "Installation Partner") that meets Sunrun's quality standards. Sunrun requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.
- a. Sunrun or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).
- b. If Sunrun or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.
- c. Sunrun, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- d. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

### 5. Access to the Home

- a. You agree to grant Sunrun and its Installation Partners access to the Home for the purpose of designing, installing, operating, testing the Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.
- c. You must provide us with power and water for use during installation.



- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its Installation Partners at the Home throughout Solar System installation, the Initial Term and any Renewal Terms

**6. Miscellaneous.**

- a. Sunrun has the authority and sole discretion to use Installation Partners or agents to perform or assist Sunrun in performing Sunrun's obligations.
- b. If Work excluded from this Agreement in Section E(7) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
- c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain Sunrun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name "Sunrun Installation Services Inc. and its successor or assigns", as additional insureds.
- d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun's prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun's sole property.
- e. You agree that Sunrun may, from time to time, remotely administer the Solar System in connection with demand response or other programs in coordination with your Utility to maintain the reliability of the electrical grid.

**7. Exclusions.** We do not do or provide any of the following under this Agreement:

- a. removal or disposal of any material containing asbestos or any other hazardous material;
- b. movement of your personal items around the Home;
- c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- d. installation or repair of fences;
- e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- f. structural framing work for any part of the roof or structure, including concealed substandard framing;
- g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
- h. removal and replacement of existing rot or insect infestation;
- i. testing or remediation of mold, fungus, mildew or organic pathogens;
- j. painting of conduit or other structural parts;
- k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
- l. Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
- m. professional engineering services;
- n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
- o. removal of trees;
- p. any studies or permitting beyond the basic building permit; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

## F. Change Orders

If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower payment due to less production.

## G. Additional Information

### 1. Agreement Term

- a. **Initial Term.** The Initial Term of the Agreement begins on the In-Service Date and continues in effect for twenty (20) years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Sunrun will notify you of the In-Service Date.
- b. **Renewal Term.** At the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term"). Sunrun will provide you with your new rate for electric energy at the beginning of the Renewal Term and each successive Renewal Term, if any. The new price per kWh shall be equal to ten percent (10%) less than the "Average cost of electric energy" as established by your Utility or its successor. "Average cost of electric energy" shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term. The Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term. Sunrun will perform Sunrun's obligations under this agreement for as long as the Solar System remains economically viable.
  - (i) Sunrun will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).
  - (ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term.
- c. **Upgrade of System.** At the end of the Initial Term, you may upgrade the Solar System under a new agreement with Sunrun. Your existing Agreement will be cancelled and Sunrun will design a new solar system using upgraded equipment for the Home.

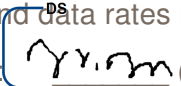
### 2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun end the Agreement, Sunrun will remove the Solar System at no cost to you. Written notice of termination must be provided at least thirty (30) days prior to the expiration of the applicable term.

Subject to the exclusions set forth in Sections C and E, Sunrun will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Sunrun in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the Work.

### 3. Customer Obligations.

You acknowledge and agree to the following:

- c. Your local utility is Southern California Edison (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Sunrun prior to changing your Utility.
- d. That you will purchase all electric energy generated by the Solar System at the prices set forth in this agreement.
- e. The Solar System is removable equipment owned by Sunrun or its affiliates and is not considered a fixture or otherwise part of the Home.
  - (i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Sunrun nor our Installation Partners will apply a lien to your title to the Home.
  - (ii) However, you agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
  - (iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien.
- f. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.
- g. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason may require Sunrun to refund, at your cost, Incentives provided in respect of the Solar System.
- h. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Sunrun if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- i. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to the Solar System which you think may be affecting production or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, [customercare@sunrun.com](mailto:customercare@sunrun.com), 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
- j. You agree that Sunrun may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.  
Agreed and accepted by:  (Initials)
- k. You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages. Do you consent? \_\_\_\_\_

#### 4. Purchase of Solar System

- a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:
  - (i) Upon the fifth (5th) anniversary of the In-Service Date
  - (ii) At the end of the Initial Term;
  - (iii) If you sell the Home during the Initial Term; and
  - (iv) Under the circumstances described in Section G(10)(b).
- b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, you must deliver a written notice to Sunrun of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Sunrun within thirty (30) days of receiving an invoice from Sunrun for the purchase price.
- c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase.
  - (i) Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
  - (ii) Sunrun will credit any refund due to you pursuant to Section D against the purchase price.
- d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Sunrun will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Sunrun will not provide you with any maintenance or repair services unless you enter into a separate agreement with Sunrun or its Installation Partner to perform these services at your expense. If possible, Sunrun will assign to you any equipment warranties still in effect for the Solar System. Sunrun reserves the right to continue to measure the electricity production of the Solar System after termination of the Agreement.

#### 5. Sale of Home, Assignment and Foreclosure

- a. Sale of Home. If you sell the Home you:
  - (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Sunrun a \$250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
  - (iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(10) if:
    - 1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
    - 2. The new owner refuses to assume the Agreement.
- b. Assignment of Agreement.
  - (i) Sunrun may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"),

for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Sunrun's assets to another entity.

- (ii) If Sunrun assigns the Agreement, Sunrun will continue to operate and maintain the Solar System until you receive written notice otherwise. Sunrun requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).
- (iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Sunrun at the address set forth in Section G(12).

c. Foreclosures.

- (i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System.
- (ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.
  1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) agree:
    - (i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.
    - (ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:
      1. Terminate the Agreement and require Sunrun to remove the Solar System;
      2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
      3. Terminate the Agreement and enter in to a new agreement with Sunrun under terms no less favorable than the original Agreement.
  2. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.
  3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at [www.fanniemae.com](http://www.fanniemae.com), for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by:  (Initials)

6. Insurance

- a. Sunrun is responsible for insuring the Solar System:
  - (i) Sunrun carries insurance covering damage to and theft of the Solar System;
  - (ii) Sunrun carries commercial general liability insurance ("CGL") and workers' compensation insurance underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. ("Gallagher").
  - (iii) Sunrun carries worker's compensation insurance for all employees.
- b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.

- c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.
- d. Sunrun requires its Installation Partners to maintain the following insurance coverages:
  - (i) Workers compensation, subject to statutory limits;
  - (ii) Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
  - (iii) Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate;
  - (iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident;
  - (v) Excess liability insurance with a limit of one million (\$1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and
  - (vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by:  (Initials)

## 7. Limitations of Liability

SUNRUN MAY BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION US DOLLARS (\$1,000,000.00). THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, WHICH YOU SHOULD CONSULT. SUNRUN IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

## 8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

## 9. Force Majeure

Sunrun is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Sunrun's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Sunrun must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Sunrun claims Force Majeure, it must:

- a. make reasonable attempts to continue to perform under the Agreement;
- b. quickly take action to correct the problem caused by the Force Majeure;
- c. make reasonable efforts to limit damage to you; and

notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

## 10. Default and Remedies

### a. DEFAULT BY CUSTOMER; SUNRUN'S REMEDIES:

(i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Sunrun's prior written consent;
4. You make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Home;
5. Foreclosure proceedings are filed involving the Home;
6. You (1) fail to provide us with the information, approvals or access to the Home we need in order to do the Work or (b) fail to make a payment when due, and, in either case, you fail to correct the problem in ten (10) days. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10 day cure period, Sunrun may stop Work. Sunrun will give you written notice of our reasons for stopping Work.
7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.

(ii) If any events described in Section G(10)(a)(i) occur, Sunrun may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

1. Sunrun may terminate the Agreement;
  2. Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
  3. If, as a result of your default, Sunrun removes the Solar System, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local Incentives that Sunrun must return as a result of such removal;
  4. Sunrun may exercise any other remedies available to Sunrun at law or in equity.
- b. **SUNRUN'S DEFAULT; YOUR REMEDIES.** In addition to any other remedies you have under this Agreement, if Sunrun (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar System as set forth in Section G(4).

## 11. Dispute Resolution

This Section sets forth the procedure for resolving disputes related to the Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. **INFORMAL DISPUTE RESOLUTION.** The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Sunrun will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. **ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.**
- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will



govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, you or Sunrun must take the following actions:

- (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at [www.jamsadr.com](http://www.jamsadr.com).
  - (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
  - (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit [www.jamsadr.com](http://www.jamsadr.com), or call 1.800.352.5267.
- e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by:  (Initials)

**12. Written Notice & General Correspondence**

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

c/o Sunrun Inc.  
Attn: Legal Department  
595 Market Street, 29th Floor  
San Francisco, CA 94105  
Phone: 855-478-6786  
Email: [legalnotices@sunrunhome.com](mailto:legalnotices@sunrunhome.com)

**13. Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.

**14.** You agree that Sunrun has the right to periodically check your consumer credit report. Sunrun may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

15. You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.
16. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
17. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
18. **Entire Agreement.** You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

## H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit and Balance Payment Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:
  - a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(13) that details the nature of the failure to perform and the date on which you first noticed the incident;
  - b. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
  - c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

- d. If, for a period of one hundred eighty (180) days after the Effective Date Sunrun fails to commence installation of the Solar System and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Sunrun and in a state ready to permit installation.
3. We May Cancel This Agreement If:
    - a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
    - b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;
    - c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;

- d. you fail to respond to Sunrun's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
- e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
- f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own
- g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Deposit and Balance Payment within a reasonable period of time following cancellation.
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering, net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit and Balance Payment within a reasonable period of time following cancellation.

**YOUR INITIALS BELOW INDICATE THAT YOU:**

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms;
- Have understood that Sunrun has the right to check your credit;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 20-year Agreement;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Sunrun Installation Services Inc. and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by:  (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

SUNRUN INSTALLATION SERVICES INC.

DocuSigned by:  
Signature: George Veeck  
17CFDBA39B3C4F1...

Print Name: George Veeck

Date: 6/27/2017

Title: sales operations

Federal Employer Identification Number: 26-2841711

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

Customer  
Primary Account Holder

Secondary Account Holder (Optional)

DocuSigned by:  
Martin Melgarejo  
E294C11929F6428...

Signature

6/25/2017  
Date

Print Name

Email Address\*: melgarejo.martin@yahoo.com  
Mailing Address: 27282 Sierra Madre Drive Murrieta, CA 92563  
Phone: (951) 704-0730

*\*Email addresses will be used by Sunrun for official correspondence, such as sending invoices.*

Sales Consultant

By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to the Sunrun Code of Conduct, and that I obtained the homeowner's signature on this agreement.

DocuSigned by:  
Edgurd Javier  
87DB34CCDB13490...

Edgurd Javier  
Print Name

1337381677  
Sunrun ID number

State Sales Registration Number\*

*\*If you do not sell in the home and are not required to have a registration number, write "not in-home."*

## Exhibit A Guaranteed Output and Purchase Price

When you sign the Agreement, you will pay Sunrun a Deposit of \$500. At the start of installation of the Solar System, you will pay Sunrun a Balance Payment of \$18,064 (includes sales tax) .

Upon each anniversary of the In-Service Date, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
1	11,788 kwh	\$0.084
2	23,517 kwh	\$0.086
3	35,187 kwh	\$0.089
4	46,800 kwh	\$0.091
5	58,354 kwh	\$0.094
6	69,850 kwh	\$0.097
7	81,289 kwh	\$0.100
8	92,670 kwh	\$0.103
9	103,995 kwh	\$0.106
10	115,263 kwh	\$0.109
11	126,474 kwh	\$0.112
12	137,630 kwh	\$0.116
13	148,730 kwh	\$0.119
14	159,774 kwh	\$0.123
15	170,763 kwh	\$0.126
16	181,698 kwh	\$0.130
17	192,577 kwh	\$0.134
18	203,402 kwh	\$0.138
19	214,173 kwh	\$0.142
20	224,890 kwh	\$0.147

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Sunrun shall, on each anniversary of the In-Service Date, establish a new price per kWh that is equal to ten percent (10%) less than the “average cost of electric energy” as established by your Utility or its successor. “Average cost of electric energy” shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by:  (Initials)

**EXHIBIT B  
LEGAL NOTICES**

**LEGAL NOTICE FOR CALIFORNIA HOME IMPROVEMENT CONTRACTS**

**MECHANICS LIEN WARNING**

(Calif. Business & Professions Code §7159(e)(4))

**MECHANICS LIEN WARNING:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

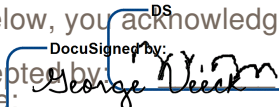
**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may pay twice, or face the forced sale of your home to pay what you owe.

By signing below, you acknowledge receipt of the foregoing legal notice.

Agreed and accepted by:  (Initials)  
Sunrun Signature: \_\_\_\_\_  
17CFDBA39B3C4F1...

INFORMATION ABOUT CONTRACTORS' STATE LICENSE BOARD (CSLB)

(Calif. Business & Professions Code §7159(e)(5)).

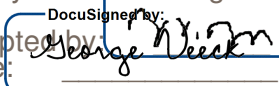
CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:  
Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov).  
Call CSLB at 1-800-321-CSLB (2752)  
Write CSLB at P.O. Box 26000, Sacramento, CA 95826

By signing below, you acknowledge receipt of the foregoing legal notice.

Agreed and accepted by:  (Initials)  
Sunrun Signature: \_\_\_\_\_  
17CFDBA39B3C4F1...



**EXHIBIT C**  
**NOTICE OF CANCELLATION**

**DATE OF AGREEMENT:** \_\_\_\_\_

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.**

**IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 595 MARKET STREET, 29TH FLOOR, SAN FRANCISCO, CA 94105, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).**

**I HEREBY CANCEL THIS TRANSACTION.**

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

EXHIBIT C  
NOTICE OF CANCELLATION

DUPLICATE COPY

DATE OF AGREEMENT: \_\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT D Payment Forms

As a Sunrun customer, you agree to pay your Deposit and Balance Payment by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or by email at [customer@sunrun.com](mailto:customer@sunrun.com) to request invoices be sent through the US mail.

## Check/Money Order Deposit Form

Sunrun customers paying Deposits or Balance Payments by check or money order must (i) enclose this document with each payment and (ii) include your Sunrun Customer ID number in the memo line of your check.

Please send payments to: Sunrun Inc.  
P.O. Box 511612  
Los Angeles, CA 90051-8167

Customer Name: \_\_\_\_\_  
Customer/Proposal ID #: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Amount Enclosed: \$ \_\_\_\_\_

Description of Payment:  Deposit  
 Balance Payments  
 January  
 February  
 March  
 April  
 May  
 June  
 July  
 August  
 September  
 October  
 November  
 December

Date: \_\_\_\_\_

Notes: \_\_\_\_\_

For Accounting Purposes Only

Account Coding: \_\_\_\_\_

Fund: \_\_\_\_\_

## EXHIBIT E

### Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).
- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by:  (Initials)

PLEASE DO NOT SUBMIT IF ANNUAL PRODUCTION IS LESS THAN OR EQUAL TO ANNUAL CONSUMPTION

EXPECTED SYSTEM GENERATION DISCLOSURE

Production from this Solar Facility may exceed your historical consumption of 10,156 kilowatt-hours per year in order to accommodate an anticipated increase in your electrical service needs for the reason provided below. As such, Sunrun expects to deliver to you more energy from this Solar Facility than you have consumed in the previous 12 months. By initialing below, you acknowledge there may be power you purchase from Sunrun for which you receive no value from the utility if your consumption does not increase for the reason provided below and your utility does not provide you net metering credits for production beyond your historical consumption.

Please write below the reason that you would like to oversize your system (e.g., installing a hot tub, buying an electric vehicle, etc.).

Sunrun reserves the right to reject any customer agreement for an oversized system based on several factors, including this reason, credit or other concerns.

Agreed and accepted by:  (Initials)

Reason for oversizing system

**SUNRUN INSTALLATION SERVICES INC.**  
**PACE Addendum to Sunrun BrightSave® Prepaid Power Purchase Agreement**

**RECITALS**

- I. This Addendum describes certain amended and/or additional terms and conditions of your receipt of and payment for electric energy to be supplied by a solar photovoltaic system that will be installed at your property and owned and maintained by Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees (“Sunrun” or “we”).
- II. Martin Melgarejo (“Customer” or “homeowner” or “you”) have entered into that certain Prepaid Power Purchase Agreement (the “Agreement”) with Sunrun (Sunrun, together with Customer, the “Parties”, and each a “Party”) for the sale and purchase of all electric energy generated by a solar photovoltaic system (the “Solar System”) to be installed on or at your home located at 27282 Sierra Madre Drive Murrieta, CA 92563 (the “Home”) for a twenty (20) year term.
- III. You and Sunrun are entering into this addendum (this “Addendum”) to the Agreement in order to accommodate financing your Deposit and Balance Payment (as such terms are defined in Section B.1 of the Agreement) through a Property Assessed Clean Energy (“PACE”) program currently offered in the State of California (including, but not limited to, the Open Pace program sponsored by the California Statewide Communities Development Authority). Any such sponsor of a PACE program shall be referred to herein as the “PACE Sponsor” and such financing shall be referred to herein as the “PACE Financing”.
- IV. Unless otherwise expressly stated herein, all Section references herein shall refer to Sections of the Agreement.

**AMENDMENTS**

- A. Definitions. Capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.
- B. Amendments to Section B (Payment Terms, Rebates and Credits)
  1. The Payment Terms table set forth in Section B of the Agreement is hereby amended and restated as follows:

Deposit (due on the In-Service Date)	\$500 (the “Deposit”)
Balance Payment (due on the In-Service Date)	\$18,064 (the “Balance Payment”) (Includes sales tax)
Cost per kWh, year one	\$0.081

2. Section B.1 is hereby amended to include a new Section B.1(d) as follows:

“d. Each of the Deposit and Balance Payment shall be due on the In-Service Date. Sunrun understands that you intend to finance the Deposit and Balance Payment through a PACE program, and to use the proceeds from the closing of your PACE Financing to pay the Deposit and Balance Payment. If for any reason your PACE Financing is delayed or does not close, you agree that you remain responsible for timely paying the Deposit and Balance Payment when due.”

- C. Amendments to Section E (Design and Installation)

1. Section E.3 is hereby amended to include a new Section E.3(d) as follows:

“d. Sunrun represents and warrants that the Solar Facility will be an eligible renewable energy resource under the California Renewables Portfolio Standard Program (California Public Utilities Code Section 399.11 et. seq.).”

2. Section E.4 is hereby amended to include a new Section E.4(e) as follows:

“e. You agree to promptly (and in all cases within 5 business days from receipt thereof) execute all documentation required by or associated with achieving the In-Service Date at Sunrun’s request, including (but not limited to) any applicable certificate of completion.”

3. Section E.4 is hereby amended to include a new Section E.4(f) as follows:

“f. Sunrun agrees that as long as any outstanding balance remains on the PACE Financing, no assignee, creditor, partner, or owner of Sunrun shall have the right to remove or permanently decommission the Solar System.”

4. Section E.6(c) is hereby amended and restated to include a new last sentence as follows:

“c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain Sunrun’s approval of your contractor, who you agree must carry a commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name “Sunrun Installation Services Inc. and its successor or assigns” as additional insureds. Notwithstanding the foregoing, as long as any outstanding balance remains on the PACE Financing, neither Sunrun nor you shall remove the Solar System or disconnect or restrict delivery of electricity from the Solar System to you or any subsequent owner of the Home.”

5. Section E.6(d) is hereby amended and restated to include a new last sentence as follows:

“d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun’s prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun’s sole property. Furthermore, as long as any outstanding balance remains on the PACE Financing, you agree not to make any modifications, improvements, revisions or additions to the Solar System that would disconnect or restrict delivery of electricity from the Solar Facility to you or any subsequent owner of the Home.”

#### D. Amendments to Section G (Additional Information)

1. Section G.5(a) is hereby amended and restated as follows:

“a. Sale of Home. If you sell the Home you:

- (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun’s credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein. Notwithstanding the foregoing, as long as any outstanding balance remains on the PACE Financing, the right to receive the electricity from the Solar System through this Agreement shall automatically be transferred with the title to the Home, whether the title is transferred by voluntary sale, judicial or nonjudicial foreclosure, or by any other means. Contact Sunrun’s Customer Care Department at [customercare@sunrunhome.com](mailto:customercare@sunrunhome.com) to obtain an assignment agreement. Or;
- (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) qualifies for a mortgage to purchase the Home or (b) purchases the Home in cash and either you or the new owner pays Sunrun a \$250.00 credit check exemption fee. Notwithstanding the foregoing, as long as any outstanding balance remains on the PACE Financing, the right to receive the electricity from the Solar System through this Agreement shall automatically be transferred with the title to the Home, whether the title is transferred by voluntary sale, judicial or nonjudicial foreclosure, or by any other means. Or;
- (iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(11) if:
  - 1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
  - 2. The new owner refuses to assume the Agreement.

2. Section G.5(c)(i) is hereby amended and restated as follows:



“(i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(11) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System. Notwithstanding the foregoing, as long as any outstanding balance remains on the PACE Financing, Sunrun shall not remove the Solar System or restrict delivery of electricity from the Solar System to you or any subsequent owner of the Home.”

3. Section G.10(a)(ii)(2) is hereby amended and restated as follows:

“(b) Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days’ advance written notice of our intent to disconnect or remove the Solar System. Notwithstanding the foregoing, as long as any outstanding balance remains on the PACE Financing, Sunrun shall not remove the Solar System or restrict delivery of electricity from the Solar System to you or any subsequent owner of the Home.”

4. Section G is hereby amended to include a new Section G.19 as follows:

“19. The Parties acknowledge that the PACE Sponsor is a third party beneficiary of this Agreement until the PACE Financing has been fully paid and only until that time, the Parties cannot enter into any material amendments to this Agreement without the PACE Sponsor’s consent.”

#### E. Amendment to Exhibit A (Guaranteed Output and Purchase Price)

1. The first paragraph of Exhibit A to the Agreement is hereby amended and restated as follows:

“When you sign the Agreement, you will pay Sunrun \$0. On the In-Service Date of the Solar System, you will pay Sunrun a Deposit of \$500 and a Balance Payment of \$18,064.”

#### F. Miscellaneous Provisions

1. No Other Amendments or Modifications. Except as specifically amended by this Addendum, all other provisions of the Agreement are hereby reaffirmed and remain in full force and effect as written. Any and all notices, requests, certificates and other documents or instruments executed and delivered concurrently with or after the execution and delivery of this Addendum may refer to the Agreement without making specific reference to this Addendum, but all such references shall be deemed to include this Addendum, unless the context shall otherwise require.
2. Governing Law. Unless otherwise prohibited by law, this Addendum shall be interpreted in accordance with and governed by the laws of the State of California, without regard to any conflict of laws principles thereof.
3. Entire Agreement and Severability. You agree that the Agreement, as amended by this Addendum, constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of this Addendum will remain enforceable. The terms of this Addendum that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.
4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same agreement.

[Signature page follows]

SUNRUN INSTALLATION SERVICES INC.

Signature: 6/25/2017 by: \_\_\_\_\_

Print Name: George Veeck  
17CFDBA39B3C4F1...

Date: George Veeck

Title: sales operations

Customer

Primary Account Holder

Secondary Account Holder (Optional)

Martin Melgarejo  
E2940713E9F542E Signature: Martin Melgarejo

Signature

6/25/2017  
Date

Print Name

## My Custom Solar Design

Prepared by Edgurd Javier, 04/28/2017



### My Information

Martin Melgarejo  
27282 Sierra Madre Drive  
Murrieta, CA 92563

Annual Usage: 10,151 kWh

Estimated System Size: 7.54 kWp

Energy Offset: 116%

### Approval

I have reviewed My Custom Solar Design and approve of the placement of solar panels identified above. I understand that the actual number of panels and their precise placement may vary based on engineering, installation, and solar energy production considerations, including roof type, shade, and other factors.

DocuSigned by:

E294C113F9F5425...

Customer Signature

6/25/2017

Date