



# Sunrun BrightSave

## Solar Lease Agreement Summary

Carlos MOSCOSO

400 S Teri Cir, Anaheim, CA, 92804

### SOLAR LEASE AGREEMENT OVERVIEW

YEAR 1 PRODUCTION:	4,216 kilowatt-hours (kWhs)
ESTIMATED PRODUCTION:	80,432 kWhs
GUARANTEED PRODUCTION:	76,411 kWhs
SYSTEM SIZE (CEC-AC)*:	2.95 kW
INITIAL TERM:	20 Years

\* System size for information purposes only

### CONTRACT PRICE

Non-refundable Solar Service Deposit (due today)	\$0
Initial Solar Service Payment (due at start of installation)	\$0
Monthly bill**	
Year 1	\$46.00 (plus taxes, if applicable)
Annual increase	2.9%
Implied cost per kWh, Year 1	\$0.130, excluding Upfront Payment (if any)

\*\* Monthly payments shown include a \$15.00 discount for paying through ACH withdrawal from your checking or savings account. If you do not elect automatic payment through ACH withdrawal from your checking or savings account you will not receive this discount and each monthly payment will be \$15.00 greater.

Your initials indicate that you have read, understand and accept the explanation of estimated energy output, energy sources and payment terms. You understand that Sunrun has the right to check your credit and you agree that Sunrun will make final determination of customer eligibility.

Accepted by (Initials)	<sup>DS</sup>  <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	Date	6/22/2015 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
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THE SOLAR FACILITY IS OWNED BY SUNRUN INC. AND/OR ITS AFFILIATES.

SUNRUN INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 1-855-478-6786 | CSLB No. 969975

# Lease Agreement Overview

Sunrun Is Serious About Providing You Quality Service for the Life of Your Contract.

## SOLAR PEACE OF MIND

- ✓ Sunrun offers a Performance Guarantee. If your system does not produce the power output guaranteed in this agreement, we'll refund you for lost power.
- ✓ If your system overperforms you keep the excess power free of charge.
- ✓ Sunrun's customer care team is available by phone and email to respond promptly to any questions or concerns you may have.
- ✓ When we arrange for installation of a system, Sunrun owns the panels, and we monitor them constantly. Sunrun will insure, maintain, and repair the Solar Facility at no additional cost to you including inverter replacement.
- ✓ Sunrun only works with insured partners who have all required licenses to perform the work necessary to install and maintain your system.

## LEASE AGREEMENT OVERVIEW

Sunrun wants you to be confident in choosing us as your solar power service provider for the next 20 years. While it's still necessary to read your entire Lease Agreement, there are a few important points to be aware of:

- After going solar you will continue to receive a bill from your Utility. Based on the information you provided Sunrun about your previous year's power consumption of 5,796 kWhs, your system is sized to offset 73% of the power you currently purchase from your Utility.
- This Lease Agreement becomes effective when both you and Sunrun have signed the Agreement and continues in effect for 20 years following the date your Utility grants permission to operate the Solar Facility.
- Your first year monthly payment amount is \$46.00. This amount will increase by 2.9% annually for the term of the Lease Agreement. This amount includes a \$15.00 discount per month for automatic payment through ACH withdrawal from your checking or savings account.
- Sunrun offers a 95% Performance Guarantee. If your system underperforms, Sunrun will refund you for lost power at the rates shown in Exhibit A. If your system overperforms, you keep the excess power at no extra charge. Sunrun warrants that roof penetrations will be weather-tight for a 5-year period after installation.
- You are responsible for payments during the full term of this Lease Agreement. If you sell your house, you have two options: 1) Transfer the Lease Agreement to the new homeowner, 2) Purchase the system. You may prepay the remainder of the payments due under the Agreement to make the transfer even more attractive to the new homeowner. Whichever option you choose, Sunrun will guide you through the process.
- Your request for a pricing plan change must be submitted within 21 days of signing this Agreement, but before installation has begun. If installation begins within 21 days of signing this Agreement, the start of installation will mark the date after which you can no longer change your pricing plan.
- You may only purchase the Solar System at certain specific times during the term of this Lease Agreement. Those times are listed in section 10.
- At the end of this Agreement's 20 year Initial Term: 1) Sunrun will remove the Solar Facility at no cost to you, unless you 2) Purchase the Solar Facility at its then fair market value, or unless 3) This Agreement is automatically renewed per the terms specified in Section 12 and Exhibit A.

Accepted by (Initials)

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Your initials indicate that you have read, understand and accept the information listed above.

## SUNRUN SOLAR LEASE AGREEMENT

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR SOLAR SERVICE TO BE SUPPLIED BY A SOLAR PHOTOVOLTAIC SYSTEM THAT WILL BE INSTALLED AT YOUR PROPERTY AND OWNED AND MAINTAINED BY SUNRUN INC. ("SUNRUN"). YOU ARE ENTITLED TO A COMPLETELY FILLED OUT COPY OF THIS LEASE AGREEMENT, SIGNED BY BOTH YOU AND SUNRUN, BEFORE ANY WORK MAY BEGIN.

## 1. Introduction

(a) You are entering into this Sunrun Solar Lease Agreement ("*Lease*") with Sunrun Inc., together with its successors and Assignees, ("*Sunrun*"). You represent that you are at least eighteen (18) years of age, that you are the owner of the property located at 400 S Teri Cir, Anaheim, California, 92804 ("*Property*"), that your current utility is Anaheim Public Utilities, and that you are either a citizen of the United States or not exempt from paying Federal U.S. income taxes. You further represent that every person or entity with an ownership interest in the Property has agreed to be bound by this Lease.

Accepted by (Initials):

(b) Sunrun is a Delaware Corporation. You may contact Sunrun by mail at 595 Market Street, 29th Floor, San Francisco, CA 94105, by telephone at 1-855-478-6786, or over the Internet at www.sunrun.com. Sunrun will arrange for the design, permitting, construction, installation, testing, and activation of a solar photovoltaic system ("*Solar Facility*") to be located on the roof of your house and/or grounds of the Property.

(c) You agree to allow Sunrun to install and maintain the Solar Facility on the grounds and/or roof of the Property at a specific location to be approved by Sunrun for use only at the Property. In no event may you move or relocate the Solar Facility to a different property during the term of the Lease. You further acknowledge that removal of the Solar Facility from the Property for any reason may require Sunrun to refund, at your cost, cash incentives provided in respect to the Solar Facility. You further agree to lease the Solar Facility from Sunrun and pay Sunrun the non-refundable deposit ("*Deposit*"), initial payment ("*Initial Payment*"), and monthly lease payments ("*Lease Payments*") as applicable, set forth in Exhibit A to this Lease.

## 2. Solar Facility

(a) Sunrun will arrange for the design, permitting, construction, installation and testing of the Solar Facility on the roof and/or grounds, as applicable, of the Property for use solely at the Property, in material accordance with a system design that you will have approved. Thereafter, Sunrun will operate and maintain the Solar Facility so as to generate electric energy for use only at the Property. Sunrun will perform these obligations ("*Sunrun's Obligations*") during the Initial Term of this Lease. During any Renewal Terms Sunrun will perform Sunrun's Obligations for as long as the Solar Facility remains economically viable, and will make a good faith effort to notify you if this is not the case per Section 12(f).

(b) You acknowledge and agree that:

- (i) The Solar Facility will be removable equipment and will not be a fixture or otherwise part of the Property.
- (ii) This Lease is an agreement to lease only and Sunrun will own the Solar Facility and you will have no ownership interest in the Solar Facility.
- (iii) The Solar Facility 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 Property, or any other property belonging to you. You will have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the Solar Facility at any time. Any attempts to tamper with, damage or modify the Solar Facility will be considered beyond reasonable wear and tear use of the Solar Facility. Sunrun will not apply a lien to your title for the Property.
- (iv) The Solar Facility will be used primarily for household purposes but not to heat a swimming pool.
- (v) You agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement that confirms our or our affiliate's ownership of the Solar Facility.

(c) Sunrun will be responsible for all costs and expenses related to performing Sunrun's Obligations. You agree that Sunrun has the authority and discretion to use contractors or agents to perform or assist Sunrun in performing Sunrun's Obligations.

(d) Sunrun estimates that the Solar Facility will be capable of generating 4,216 kilowatt-hours ("*Initial Year One Production Estimate*") of electric energy during its first year of operation, but due to several reasons, including natural variation in weather, actual production will vary. Due to expected panel degradation, Sunrun estimates that the Solar Facility will be capable of generating 19.0779 times this amount of kilowatt-hours ("*kWh*") during the Initial Term ("*Estimated Output*"). As set forth in Section 8, Sunrun will issue you a refund if your system does not perform as expected. Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar Facility's actual or expected output or performance.

(e) You agree that Sunrun, at its own expense, will install, maintain, and periodically test a meter at the Property that conforms with the Utility's requirements that will measure all electric energy delivered to you from the Solar Facility. If the meter breaks or is found to be inaccurate, Sunrun will in good faith estimate the amount of electric energy actually produced during the meter malfunction in order to determine whether you are owed a payment under the production guarantee, as set forth in Section 8. You agree not to tamper with, damage or modify the meter in any way. You will be responsible for any damage or inaccuracies in the meter that are caused by you or any other person unrelated to Sunrun who may come onto the Property with your knowledge or permission.

**3. Design and Installation**

(a) **Description of the Significant Materials to be Used and Equipment to be Installed.** The primary equipment used for the Solar Facility will typically include a series of interconnected photovoltaic panels, an inverter, racking materials, and a production meter. Other materials generally used as “balance of system” are disconnects, breakers, load centers, wires, and conduit. The design for the Solar Facility will be presented to you prior to installation. You will have five (5) business days following this presentation to request a change or cancel this Lease pursuant to Section 12(e). Otherwise, you will be deemed to have approved the Solar Facility design. With your written, deemed, or verbal approval, Solar Facility installation may begin at any time.

(b) If you wish to change the design or installation process, Sunrun will use commercially reasonable efforts to accommodate your request. (See Section 4 regarding Extra Work and Change Orders.)

(c) If an obligation excluded from this Lease in Section 20 must be performed in order to properly effect the installation of the Solar Facility, 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.

(d) Sunrun will obtain any permits needed for installation of the Solar Facility. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service application in Section 5(a). You agree to complete and return to Sunrun an/or its representatives, as appropriate, all applicable rebate documentation, and, where applicable, Renewable Energy Credit, documentation upon request and following the In-Service Date. If you do not return the rebate or Renewable Energy Credit documentation, Sunrun may invoice you for the Final Rebate amount (as defined in Section 4(a)(iii)).

(e) For the Initial Term and any Renewal Terms you agree to maintain the Property, at your expense, such that the Solar Facility retains shading conditions present at the time of Installation.

(f) Whenever required by applicable law, regulation or code, Sunrun requires its contractors to employ licensed personnel.

(g) Sunrun, its contractors and agents shall at the end of each business day keep the Property reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all of their tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Property.

(h) Subject to the exclusions set forth in Section 20, Sunrun will return your Property to a condition similar to its original condition, provided that you notify Sunrun in writing or by e-mail of any deficiencies in restoration within five (5) business days of the municipal building inspector approval of the Solar Facility

#### 4. Changes to the Agreement

(a) Prior to installation, the following conditions may change the expected costs and benefits of this Lease to both you and Sunrun:

(i) Change to the design of your Solar Facility.

(ii) Change in the system's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator ("*PVWatts calculator*") ("*Final Year One Production Estimate*").

(iii) Change in the final rebate amount associated with installing the Solar Facility ("*Final Rebate*").

(iv) The availability of cellular service at the Property.

If any of these conditions occur, Sunrun may choose to modify the terms of this Lease or cancel the Lease. If Sunrun chooses to modify the terms, Sunrun will notify you in writing and you will have five (5) business days to accept the modified terms or cancel this Lease pursuant to Section 12(e). If you do not respond to Sunrun within five (5) business days, Sunrun may deem you to have cancelled the Lease Agreement. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. In order to be enforceable, the order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract. A contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by the contractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

(b) You may choose to accept changes under this Section 4 in writing or by electronic mail. If a change pursuant to this Section 4 increases the Upfront Payment after you have already paid it to Sunrun, you agree to immediately pay Sunrun the increase in the Upfront Payment. Sunrun may suspend installation until this payment is received.

(c) If for a period of one hundred eighty (180) days Sunrun fails to perform its obligations required to commence installation of the Solar Facility and you have fulfilled all of your obligations under this Agreement, you may cancel this Agreement, in which case Sunrun will refund to you the Upfront Payment set forth in Exhibit A, provided that your Property was accessible and in a state fully ready to permit the installation of the Solar Facility. It is your obligation to exercise reasonable efforts to respond to Sunrun in a timely manner on questions and requests for approvals and/or appointments. If you cause Solar Facility to be delayed in excess of thirty (30) days due to your unresponsiveness, Sunrun may cancel this Agreement.

(d) Notification of modifications to a lease after LADWP review must be provided in writing to the LADWP Solar Incentive Program Manager along with a copy of the amended lease.

(e) Your request for a pricing plan change must be submitted within 21 days of signing the Agreement, but before installation has begun. Once installation has begun, you can no longer change your pricing plan. If installation begins within 21 days of signing the Agreement, the start of installation will mark the date after which you can no longer change your pricing plan.

#### 5. Grid Connectivity

(a) As of the In-Service Date, you must be taking service from the Standard Net Metering Service ("*NEM Service*") from your local utility ("*Utility*"). You agree that you will continue to take NEM Service for as long as this Lease 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. 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 affiliates, and/or the Utility.

(b) You may need more electric energy for use at the Property than is being produced by the Solar Facility. You will be solely responsible for purchasing such energy from the Utility. During the term of this Lease you should expect to continue to purchase energy from your Utility. Sunrun will not be in default of this Lease and will not be responsible for any energy that you purchase from the Utility.

(c) You agree that title to and risk of loss for the electric energy provided under this Lease shall pass from Sunrun to you at the time when the electric energy reaches the point of interconnection, i.e., at the point where the Solar Facility connects to the Property's connection to your Utility.

(d) You agree that if, during the term of this Lease, your Utility substantially changes the terms of its NEM Service or the Solar Facility is no longer eligible to participate in a self generation incentive program ("*SGIP*"), you may choose to continue to lease the Solar Facility pursuant to this Lease for the payment of the Lease Payments established in this Lease. You will have thirty (30) days after the date that Sunrun notifies you of a change to the NEM Service or the SGIP to choose whether you will continue to lease the Solar Facility hereunder. If you do not respond within such thirty (30) day period, you will be deemed to have elected to continue to lease the Solar Facility under this Lease. If you notify Sunrun within the thirty (30) day period that you choose not to continue to lease the Solar Facility, then the provisions in Section 19(a)(i) and Section 19(a)(ii) will apply.

(e) You agree that the Utility alone will receive any environmental attribute that may be attributable to the Solar Facility and that all tax credits and cash incentives paid by the Utility will be sole property of and transferable by Sunrun.

## 6. Billing and Payment

(a) You agree to pay Sunrun the Deposit, Initial Payment and Lease Payments in the amounts and on the dates specified in Exhibit A. Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for each billing cycle. Your billing cycle begins on the In-Service Date, and subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day"). You will be billed on a monthly basis. You will receive this invoice within 10 days of the conclusion of the billing cycle and your payment will be due the day before the next Billing Cycle Day. Sunrun reserves the right to update its billing systems from time to time and will notify you if your payment due date changes. In no event will Sunrun decrease the amount of time you have to pay your invoices. The accompanying FEDERAL CONSUMER LEASING ACT DISCLOSURE includes estimated Lease Payments.

(b) Sunrun will send or e-mail you an invoice no later than ten (10) days after the end of each billing cycle. You agree to pay the amount specified in each invoice by the due date specified in such invoice.

**Late fee:** If Sunrun does not receive your payment by the due date on the invoice, Sunrun may charge you the lesser of an administrative late fee 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, or (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.

(c) Monthly payments shown in Exhibit A include a \$15.00 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account you will not receive this discount and each monthly payment will be \$15.00 greater.

(d) The payments specified in subpart (a) above do not include taxes. If any taxes, such as sales tax, are assessed on these payments or on your purchase, if any, of the Solar Facility from Sunrun, and such taxes 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.

(e) Deposit and Initial Payment payable with credit card, money order or a check drawn on a United States bank account. Monthly payments are payable with a check drawn on a United States bank account or you may agree to authorize Sunrun to deduct the invoice amount directly from your bank account each month (subject to subsection (c) above).

## 7. Prepayments of Lease Payments

(a) At any time, you may prepay all of the expected Lease Payments you will owe Sunrun during the remaining portion of the Initial Term ("*Prepayment*") by contacting Sunrun.

(b) The Prepayment shall equal the remaining Lease Payments for the current year, plus the discounted value of each successive year's Lease Payments as set forth in Exhibit A. Each future year's Lease Payments will be discounted at the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) or (y) 5.0%.

(c) If you make a Prepayment, Sunrun will continue to guarantee the output of your Solar Facility and will issue refunds as described in Section 8.

(d) If you decide to make a Prepayment, the Solar Facility will remain at your Property and Sunrun will maintain it for the remainder of the Initial Term.

## 8. Guaranteed Output and Refunds

(a) Subject to the conditions of this Section 8, Sunrun guarantees that the Solar Facility will either generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Lease (the "*Guaranteed Output*") or Sunrun will issue a refund to you as described below. For the purposes of this Lease, "*Actual Output*" shall mean the amount of electric energy created by the Solar Facility to date plus any kWh for which you have previously received a refund.

(b) If you purchase the Solar Facility from Sunrun pursuant to Section 10, and at the time of purchase the Actual Output is less than the Guaranteed Output, Sunrun will apply a credit towards the purchase price for the Solar Facility. This credit will be calculated by subtracting the Actual Output from the Guaranteed Output, and then multiplying the result by \$0.13 per kWh on the anniversary date that precedes the date of purchase.

(c) On the anniversary of the In-Service Date of this Lease and on every anniversary thereafter, Sunrun will issue you a credit if the Actual Output is less than the Guaranteed Output for that anniversary date set forth on Exhibit A. This credit 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 \$0.13 per kWh.

(d) For the purposes of the prior calculations, Actual Output shall include any kWh of electricity that would have likely been produced during any day that a grid failure disabled the Solar Facility or any day that you caused or requested the system to be shut down or to generate significantly less electric energy. For the avoidance of doubt, Guaranteed Output will be reduced if Sunrun notifies you that a tree or other obstruction is reducing electric energy production and you do not remedy or cause to be remedied such reduced energy production within 30 days.

## 9. [Intentionally Left Blank]

**10. Options to Purchase**

(a) You have the option to purchase the Solar Facility at the following times during the Initial Term:

- (i) Upon the fifth anniversary of the In-Service Date
- (ii) At the end of the Initial Term of this Lease
- (iii) Should you sell your Property during the Initial Term
- (iv) Should Sunrun fail to perform Sunrun's Obligations (in accordance with Section 18)

(b) To purchase the Solar Facility pursuant to Section 10(a), 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) The purchase price will be the greater of (i) fair market value, as determined at the time ("FMV") and (ii) the minimum price set forth in Exhibit A. Annually, Sunrun will determine the FMV of the Solar Facility by hiring an independent appraiser to estimate the value of a comparable in-service solar facility in your state and utility service area. This valuation will take into account the Solar Facility's age; location; size; and other market characteristics such as equipment type and equipment operating, maintenance and service costs, value of electricity in your area, and any applicable solar incentives.

(d) Sunrun will credit the purchase price by any refund due to you pursuant to Section 8(b), provided however, that in no case shall such a credit result in a net purchase price that is less than the minimum purchase price set forth on Exhibit A.

(e) At other times, please contact Sunrun at (855) 478-6786 to discuss the possibility of purchasing the Solar Facility.

(f) If you purchase the Solar Facility, Sunrun will continue to monitor the Solar Facility for as long as the meter continues to function, or until the twentieth anniversary of this Lease, whichever is sooner. However, Sunrun will not provide any maintenance or repair unless you enter into a separate agreement with Sunrun, at your expense, to perform these services. If possible, Sunrun will assign to you any product and/or workmanship warranties still in effect for the Solar Facility.

(g) If the Solar Facility is purchased prior to the buyout provisions set forth in this agreement that reduce the operating life of the system to less than the amount of the time the incentive was based upon, Lessee agrees to reimburse LADWP for the incentive amount paid over the time that the operating life of the system was reduced by.

**11. Sale of Property and Assignment**

(a) If you sell the Property you may assign this Lease to the new owner, provided that the new owner meets Sunrun's reasonable credit requirements and first agrees in writing to be bound by all of the terms and conditions set forth herein. Please contact Sunrun or visit [www.sunrun.com](http://www.sunrun.com) to obtain an assignment agreement.

(b) During the Initial Term, within sixty (60) days of entering into a contract to sell the Property you will have the option to purchase the Solar Facility in accordance with Section 10.

(c) If you sell or otherwise transfer your interest in the Property without either purchasing the Solar Facility or assigning this Lease to the new owner in accordance with the terms of this Lease, or if the new owner refuses to take assignment, then you will be deemed to have terminated this Lease, and Sunrun may exercise its rights under Section 19(a).

(d) Sunrun may assign, lease, sublease, or transfer the Solar Facility and this Lease along with all rights and obligations hereunder to any third party (each, an "Assignee"), without first giving notice to you or obtaining your consent, for any purpose, including, without limitation, collection of unpaid amounts, financing of the Solar Facility's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity. If Sunrun or its Assignee chooses to transfer the Solar Facility or this Lease to another party, you agree to treat this other party as your counterparty under this Lease. Otherwise, the terms of this Lease will not change if this Lease or the Solar Facility is assigned, leased, or transferred by Sunrun or its Assignee, and the Assignee will not be able to interfere with your rights to the Solar Facility as long as you are fulfilling your obligations under this Lease. If Sunrun transfers the Solar Facility or this Lease to an Assignee, Sunrun will continue to operate and maintain the Solar Facility until you receive written notice otherwise.

**12. Term and Termination**

(a) You agree that this Lease will become effective only when both you and Sunrun have signed the Lease.

(b) This Lease will continue in effect for twenty (20) years from the date that Sunrun receives notice from the Utility that the Solar Facility is approved for operation ("*In-Service Date*"). This period shall be called the "*Initial Term*."

(c) At the end of the Initial Term, this Lease will be automatically renewed for an additional one-year term ("*Renewal Term*"), unless you have purchased the Solar Facility or unless either you or Sunrun gives the other party to this Lease a termination notice at least thirty (30) days prior to the expiration of the Initial Term. At the end of any Renewal Term, this Lease shall be automatically renewed for an additional Renewal Term, unless either you or Sunrun gives the other party to this Lease a termination notice at least thirty (30) days prior to the expiration of the Renewal Term then in effect.

(d) At the end of the term of this Lease, if either you or Sunrun do not wish to renew it, Sunrun will remove the Solar Facility at no cost to you (unless you purchase the Solar Facility at the end of the Initial Term, or unless the term of this Lease is automatically renewed). Sunrun agrees to leave your Property in the same general condition that existed immediately prior to removal of the Solar Facility.

(e) If you cancel this Lease pursuant to Section 3, you will not be refunded your Solar Service Deposit, and you will not owe Sunrun any further payments. If Sunrun modifies your Agreement pursuant to any of the factors listed in Section 4(a) such that there is a decrease in the annual energy production estimate, or if the payment terms increase, or if it is determined that you must pay for any site improvements to accommodate a solar system, then you may cancel this Agreement and your Solar Service Deposit will be refunded.

(f) Sunrun will make a good faith effort to notify you between 30 and 60 days before the end of the Initial Term about (i) your end of term options and (ii) the monthly lease payment amount in the first Renewal Term (if applicable). Sunrun will make a good faith effort to notify you between 30 and 60 days before the end of any Renewal Term about (i) your end of term options and (ii) the monthly lease payment amount in the next scheduled Renewal Term (if applicable).

Accepted by (Initials): 

**13. Access, Maintenance and Repair**

(a) You agree to grant Sunrun access to your Property for the purpose of designing, installing, operating, maintaining and testing the Solar Facility and performing Sunrun's Obligations. Sunrun agrees to give you reasonable notice when Sunrun needs to access your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours. You agree to grant the Utility access to read the Sunrun meter.

(b) When possible you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access your Property to inspect any buildings and, if applicable, roofs prior to the installation of the Solar Facility to ensure that your Property can accommodate the Solar Facility.

(c) If parts fail during the term of this Lease, 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 8.

(d) If you plan to move or temporarily disconnect the Solar Facility to allow for maintenance of and/or repair to the Property, 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, and its successor or assigns, as additional insured.

(e) Sunrun warrants that roof penetrations will be weather-tight for a 5-year period after installation.

(f) You agree to make best efforts to provide a safe and secure work environment at your Property during the course of the Solar Facility installation and maintenance.



**14. Insurance**

(a) Sunrun agrees to carry insurance that covers all damage to and theft of Sunrun's Solar Facility. You will not be responsible for insuring the Solar Facility. Sunrun agrees to provide you evidence of Sunrun's insurance policy for the Solar Facility upon request. If Sunrun does not maintain insurance that covers damage to Sunrun's Solar Facility, it will be responsible for the consequences of not maintaining such insurance.

(b) You agree to carry insurance that covers all damage to your Property during the term of this Lease, including damage resulting from the Solar Facility, provided such damage was not caused by the gross negligence of Sunrun. It is your responsibility to determine if the installation of the Solar Facility will impact your existing coverage. If additional insurance is required to maintain your existing coverage, you will be responsible for either (i) procuring and maintaining such insurance or (ii) the consequences of not procuring and maintaining such insurance.

(c) Sunrun requires its contractors performing the Solar Facility installation to maintain insurance coverage as follows: workers compensation, subject to statutory limits; Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence; 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; 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; 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 any other insurance required by applicable laws or regulations.

(d) **Commercial General Liability Insurance ("CGL").** Sunrun carries commercial general liability insurance (CGL). Additionally, Sunrun requires its contractors to maintain commercial general liability insurance and workers compensation insurance, as fully described in subsection (c) of this Section 14.

(e) **Worker's Compensation Insurance.** Sunrun carries workers' compensation insurance for all of its employees.

Your initials indicate that you have read, and understand and accept the limitations and obligations set forth in this Section 14.

Accepted by (Initials):

<sup>DS</sup>  
LM

**15. Limitations of Liability**

(a) SUNRUN WILL 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 DOLLARS. 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 CALIFORNIA'S LAWS, WHICH YOU SHOULD CONSULT. SUNRUN IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS LEASE, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

## 16. Resolution of Disputes

- (a) You agree that to expedite the resolution of and to control the costs of disputes, resolution of any dispute relating to this Lease ("*Dispute*"), will be resolved according to the procedure set forth in this Section 16.
- (b) Unless otherwise agreed in writing, Sunrun and you agree to continue to perform each party's respective obligations under this Lease during the course of the resolution of the Dispute.
- (c) You and Sunrun agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of Dispute to the address on the first page of this Lease, and Sunrun will send a written notice of Dispute to your billing address. If you and Sunrun do not reach an informal agreement to resolve the Dispute within 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.
- (d) If Sunrun and you cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. 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 will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated ("*JAMS Rules*") and under the rules set forth in this Lease. If there is a conflict between the JAMS Rules and this Lease, this Lease will govern.
- (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 LEASEES, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- (f) You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If you decide to initiate arbitration against Sunrun, Sunrun will pay the costs for initiating the arbitration proceedings. If Sunrun decides to initiate arbitration, Sunrun will be required to pay the costs associated with initiating the arbitration proceeding. Sunrun also agrees to pay the costs of initiating the arbitration proceeding if the arbitrator finds in your favor. 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 your residence, 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 copies of the demand for arbitration to the current JAMS location in San Francisco, California.
- (iii) Send one copy of the demand for arbitration to the other party.
- (g) 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.

(h) 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, as applicable.

## 17. Force Majeure

- (a) Neither you nor Sunrun will be in default of this Lease for any delay or failure in the performance under this Lease (including any obligation to deliver or accept the electric energy output of the Solar Facility) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar Facility, 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 of either you or Sunrun, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.
- (b) Force Majeure cannot be attributable to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond that party's reasonable control. Additionally, you or Sunrun must have taken all reasonable technical and commercial precautions to prevent the event.
- (c) In order to claim Force Majeure as a reason for non-performance, you or Sunrun must give notice to the other party of the Force Majeure within fourteen (14) days of the occurrence of the Force Majeure and estimate how long it will last and what the potential impact is on the Lease. The party claiming Force Majeure must (i) make reasonable attempts to continue to perform under the Lease, (ii) quickly take action to correct the problem caused by the Force Majeure, and (iii) make reasonable efforts to limit damage to the other party. Finally, the party claiming Force Majeure must notify the other party when the Force Majeure event ends and performance will resume as contemplated in this Lease.
- (d) If you or Sunrun is prevented from performing under this Lease for a period of either (i) three hundred sixty-five (365) consecutive days or more, or (ii) seven hundred thirty (730) non-consecutive days or more (whether full or partial days), the other party may terminate this Lease, without liability of either party to the other, upon thirty (30) days written notice at any time during the Force Majeure.

**18. Your Remedies**

(a) In addition to any other remedies you have under this Lease, 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 Lease and such failure continues beyond a period of ninety (90) days (provided, in each case, this Lease is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar Facility as set forth in Section 10(a)(iv).

**19. Sunrun's Remedies; Make Whole Payments; Repayment of Incentives**

(a) If you terminate this Lease under Section 11(c), you will be required within thirty (30) days either (i) to pay Sunrun a termination payment equal to the Prepayment of all future Lease Payments during the Initial Term ("*Make Whole*"), as calculated in Section 7(b) or (ii) to purchase the Solar Facility pursuant to Section 10(b).

(b) If you fail to perform a material obligation under the Lease, and you do not correct the failure within one hundred twenty (120) days, if such failure continues beyond a period of one hundred twenty (120) days, then Sunrun can require you to pay Sunrun a Make Whole payment.

(c) If 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 Property, then Sunrun can require you to pay Sunrun a Make Whole payment.

(d) If you (i) are required to make a Make Whole payment and do not make the payment, (ii) terminate this Lease without also purchasing the Solar Facility, or (iii) do not make any other payment or payments as contemplated and required under this Lease, Sunrun shall, subject to any cure rights provided herein, have the right to disconnect your Solar Facility and/or enter your Property and remove the Solar Facility.

(e) The Lease requires incentive recipients who fail to keep the Solar Facility operational and in place for the entire duration that the expected performance based incentive was paid from this incentive program to reimburse LADWP (on a pro rated basis) for the portion of the incentive received during which time the Solar Facility was not operational.

(f) If as a result of your default Sunrun removes the Solar Facility, then in addition to the Make Whole payment, 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.

**20. Exclusions**

(a) This Agreement does not include an obligation by Sunrun to: remove or dispose of any hazardous substances that currently exist on the Property; improve the construction of the roof or the Property to support the Solar Facility; remove or replace existing rot, rust, or insect infested structures; provide structural framing for any part of the Property; pay for or correct construction errors, omissions and deficiencies by you or your contractors; pay for, remove or remediate mold, fungus, mildew, or organic pathogens; upgrade your existing electrical service; install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the Solar Facility installation; pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Solar Facility; pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors, or additional drawings required); paint electrical boxes or conduit at the Property; and move items unassociated with the Solar Facility around the Property.

**21. Miscellaneous**

- (a) You agree that this Lease 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 Lease will remain enforceable. The terms of this Lease 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.
- (b) This Lease shall be interpreted in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.
- (c) You agree that Sunrun has the right to periodically check your consumer credit report.
- (d) You agree that Sunrun has the right to obtain photographic images of the Solar Facility and the Property, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar Facility or the Property in its marketing and promotional materials without first obtaining your express written approval.
- (e) This Lease 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.
- (f) Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Consent or any other documents or agreements that have been provided to you in connection with this Consent, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.
- (g) This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**22. [Intentionally Left Blank]**

**23. MECHANICS' LIEN WARNING**

Sunrun will NOT put a mechanic's lien on your home and will indemnify, defend and hold you harmless for any mechanic's lien that is placed on your home by Sunrun or any of its contractors as a result of your entering into this Agreement. Regardless, the following disclosure is required by law.

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 Notice.

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. The wait 20 days, paying attention to the Preliminary Notice 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 the Contractors' State License Board (CSLB) Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov), or call CSLB at 1-800-321-CSLB (2752).

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

**24. CONTRACTORS' STATE LICENSE BOARD**

Information about the Contractors' State License Board: The CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the 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

**25. Notice Regarding Payment and Performance Bonds**

You have the right to require your contractor to have a performance and payment bond.

*[Remainder of Page Intentionally Left Blank]*

**26. NOTICE OF RIGHT TO CANCEL**

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 10TH CALENDAR DAY AFTER YOU SIGN THIS AGREEMENT AND ANY DEPOSIT PAID WILL BE REFUNDED. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

By initialing below, you expressly acknowledge that you have been advised on your right to cancel this Lease and have received duplicate copies of the Notice of Cancellation.

Accepted by (Initials): DS  
EM

By initialing below, you expressly acknowledge that you have received and read the FEDERAL CONSUMER LEASING ACT DISCLOSURE given to you as part of this Lease and have done so prior to signing this Lease.

Accepted by (Initials): DS  
EM

**SUNRUN INC.**

Date: 6/23/2015

Signature: DocuSigned by:  
Samantha Murray  
B4A0173AB46F466...

Print Name: Samantha Murray

Title: Order Manager

**CUSTOMER**

**Primary Account Holder**

Date: 6/22/2015

Signature: DocuSigned by:  
Carlos Moscoso  
F6A8159C37AE4B5

Account email address\*: c41330@ao1.com

*\*This email address will be used by Sunrun for official correspondence, such as sending monthly bills or other invoices. Sunrun will never share or sell your email address to any third parties.*

Account phone number: (714) 616-4490

**Secondary Account Holder (optional)**

Signature: DocuSigned by:  
Sonia Moscoso  
D2AF4A53551A4BE...

Print Name: SONIA MOSCOSO

**SALES CONSULTANT**

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

Name: Dane Mitchell

Signature: DocuSigned by:  
[Print Name]  
Dane Mitchell  
5469F901946646D...

Sunrun ID #: 9036775301  
*[10-digit number you received from Sunrun]*

State sales registration #: \_\_\_\_\_

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

## EXHIBIT A: SUNRUN LEASE PAYMENT SCHEDULE &amp; BUYOUT PRICING

At the signing of this Lease, you will pay Sunrun a **non-refundable** Solar Service Deposit of \$0. At the start of installation of the Solar Facility, you will pay Sunrun an Initial Solar Service Payment of \$0. Together, these payments comprise the Upfront Payment ("**Upfront Payment**").

Each monthly lease payment shown below is for the previous year. For instance, your first 12 lease payments will be in the amount of \$46. The monthly lease payments shall increase by 2.9% annually during the Initial Term of this Lease, effective as of the lease payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase would not apply to any part of a lease payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date). The lease payments shown below are before any applicable taxes and include a \$15.00 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be \$15.00 greater. (As described in Section 6(a), the table below also is based on the assumption, for convenience purposes, that the In-Service Date will occur on the 1st day of the month).

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 8 for additional information, including certain limitations.

End of year	Monthly Lease Payment *	Performance Guarantee	Prepay Option	Purchase Option
		Guaranteed kWh Output to Date	Minimum Cash Purchase Price †	
-		N/A	\$9,383	-
1	\$46	4,005	\$9,230	\$15,811
2	\$47	7,990	\$9,054	\$13,990
3	\$49	11,956	\$8,854	\$12,145
4	\$50	15,901	\$8,629	\$10,274
5	\$52	19,827	\$8,377	\$8,377
6	\$53	23,733	\$8,096	\$8,096
7	\$55	27,619	\$7,785	\$7,785
8	\$56	31,486	\$7,442	\$7,442
9	\$58	35,334	\$7,064	\$7,064
10	\$60	39,163	\$6,650	\$6,650
11	\$61	42,972	\$6,198	\$6,198
12	\$63	46,762	\$5,706	\$5,706
13	\$65	50,534	\$5,170	\$5,170
14	\$67	54,286	\$4,590	\$4,590
15	\$69	58,020	\$3,961	\$3,961
16	\$71	61,735	\$3,282	\$3,282
17	\$73	65,432	\$2,549	\$2,549
18	\$75	69,110	\$1,760	\$1,760
19	\$77	72,769	\$911	\$911
20	\$79	76,411	-	\$0

\* These lease payments assume an annual increase of 2.9%

† At any time, you may prepay the balance of your estimated obligations under this Solar Lease Agreement. Please see Section 7 for additional information.

After the Initial Term, Sunrun shall on each anniversary of the In-Service Date establish a new monthly lease payment based on the fair market value of the system at that time. In no event shall this monthly lease payment be less than \$46.

SUNRUN MONTHLY AUTOMATIC ELECTRONIC PAYMENTS

As a Sunrun customer, you agree to pay your monthly bill with automatic electronic payments. If you do not choose to select automatic payment as a form of payment, then you will lose the discount in Section 6 and be expected to pay your monthly Sunrun bill by-check payments. Regardless, you will receive all Sunrun bills via email unless you contact Sunrun directly to request invoices to be sent through the US mail.

Terms and Conditions for Recurring Payments:

BY ACCEPTING THE TERMS AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING SUNRUN TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. SUNRUN WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

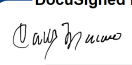
1. Sunrun will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution or credit card issuer notice of at least three business days before the scheduled transfer date. If you inform Sunrun that an error exists on your statement, Sunrun will attempt to correct that error prior to your next statement to the extent permitted by law. Sunrun shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the information on your application, you must immediately notify Sunrun in writing of such changes. If Sunrun incurs charge-back fees as a result of inaccurate information you provide, then Sunrun shall bill you for those fees.
3. If you either do not notify Sunrun in writing of such changes or do so in an untimely fashion, Sunrun shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Sunrun's sole liability to you shall be Sunrun's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check or credit card) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Sunrun incurs charge-back fees as a result of insufficient funds in your designated account, then Sunrun shall bill you for those fees.
5. Sunrun reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either party may terminate this arrangement at any time by giving the other party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Sunrun Customer Care at 1-855-478-6786 or by changing your billing preference in the Sunrun Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer or credit card issuer requires for pre-authorized credit card charges.
7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.

I authorize automatic electronic payments and accept these Terms and Conditions. You will receive a separate electronic request to securely enter your bank account information.

CUSTOMER

Date: 6/22/2015

DocuSigned by:

Signature:  \_\_\_\_\_  
 F6A8159C37AE4B5  
 Carlos MOSCOSO



## FEDERAL CONSUMER LEASING ACT DISCLOSURE

Date: June 22, 2015

Lessor(s): Sunrun, Inc.

Lessee(s): Carlos MOSCOSO

Description of Leased Property

## Generation Equipment

<i>Photovoltaic collectors</i>	Manufacturer	Model number	STC DC rating	Quantity
Array 1	REC Solar	REC275TP	275 W	2
Array 2	REC Solar	REC275TP	275 W	2
Array 3	REC Solar	REC275TP	275 W	2
Array 4	REC Solar	REC275TP	275 W	5

<i>Inverters</i>	Manufacturer	Model number	Efficiency	Quantity
Array 1	SolarEdge Technologies	SE3000 (240V) w/ -ER-US or A-US	97.5	1
Array 2	SolarEdge Technologies	SE3000 (240V) w/ -ER-US or A-US	97.5	0
Array 3	SolarEdge Technologies	SE3000 (240V) w/ -ER-US or A-US	97.5	0
Array 4	SolarEdge Technologies	SE3000 (240V) w/ -ER-US or A-US	97.5	0

\* This is an estimate of the equipment that will be used to install your Solar Facility, however, actual equipment may change upon installation as dictated by the specific characteristics of your Property.

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges
Non-refundable deposit: \$0.00	Year 1: 12 monthly payments of \$46.00	If you pay by automatic withdrawal from your checking or savings account, you will receive a \$15.00 savings on your monthly bill. This savings is included in the payment amounts shown. If you do not pay by automatic withdrawal your monthly bill will be \$15.00 greater.
Delivery/installation fee: \$0.00	Year 2: 12 monthly payments of \$47.33	
Estimated Taxes: \$0.00	Year 3: 12 monthly payments of \$48.71	
Total: <u>\$0.00</u>	Year 4: 12 monthly payments of \$50.12	
	Year 5: 12 monthly payments of \$51.57	
	Year 6: 12 monthly payments of \$53.07	
	Year 7: 12 monthly payments of \$54.61	
	Year 8: 12 monthly payments of \$56.19	
	Year 9: 12 monthly payments of \$57.82	
	Year 10: 12 monthly payments of \$59.50	
	Year 11: 12 monthly payments of \$61.22	
	Year 12: 12 monthly payments of \$63.00	
	Year 13: 12 monthly payments of \$64.82	
	Year 14: 12 monthly payments of \$66.70	
	Year 15: 12 monthly payments of \$68.64	
	Year 16: 12 monthly payments of \$70.63	
	Year 17: 12 monthly payments of \$72.68	
	Year 18: 12 monthly payments of \$74.79	
	Year 19: 12 monthly payments of \$76.95	
	Year 20: 12 monthly payments of \$79.19	
	Total Lease payments excluding tax are \$14,682.49. Your estimated average monthly tax payments are \$0.00.	
	Your billing cycle begins on the In-Service Date, and subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day"). You will be billed on a monthly basis. You will receive bills within 10 days of the end of the billing cycle, and your payment will be due the day before the next Billing Cycle Day.	

**Total of Payments.** The amount you will have paid by the end of the lease is \$14,682.49

**Purchase Option at End of Lease Term.** At the end of the Initial Term you will have the option to purchase the Solar Facility for its fair market value (FMV) as determined at that time. Sunrun will determine the FMV of the Solar Facility by hiring an independent appraiser to estimate the value of a comparable in-service solar facility in your state and utility service area. This valuation will take into account the Solar Facility's age; location; size; and other market characteristics such as equipment type and equipment operating, maintenance and service costs, value of electricity in your area, and any applicable solar incentives. The FMV price does not include applicable taxes which may be charged on the purchase.

**Other Important Terms.** See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

**Official Fees and Taxes:**

The total amount of estimated official fees and taxes you will have paid by the end of the Initial Term of the Lease (whether included with your monthly payments or assessed otherwise) is \$0.00.

**Insurance:**

We will carry and pay for insurance that covers all damage to and theft of the Solar Facility. You will carry and pay for insurance that covers all damage to your property during the term of the Lease, including damage resulting from the Solar Facility, provided such damage was not caused by our gross negligence. See Section 14 of your Lease for additional details.

**Standard for Wear and Use:**

Any attempts to tamper with, damage or modify the Solar Facility will be considered beyond reasonable wear and tear use of the Solar Facility. See also Section 2(e) of your Lease.

**Maintenance:**

You are not responsible for any maintenance or servicing of the Solar Facility. You agree to grant us access to your property to perform any necessary maintenance. We are responsible for the operation, maintenance, service and repair of the Solar Facility during the term of the Lease. See Sections 2(a), 2(c), and 13 of your Lease for additional details.

**Warranties:**

We guarantee that the Solar Facility will generate 95% of the estimated output during the Initial Term of the Lease, or we will issue you a refund as detailed in Section 8 of your Lease. See Sections 8 and 15 of your Lease for additional details. If parts fail during the term of the Lease, we will use commercially reasonable efforts to replace them with like equipment, and the guarantee of system output will still apply.

**Early Termination and Default:**

(1) You may terminate this Lease before the end of the Initial Term under the following conditions:

- (i) You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction and any deposit paid will be refunded.
- (ii) The design for the Solar Facility will be presented to you prior to installation. You will have five (5) business days following this presentation to request a change or cancel this Lease. (See Sections 3 and 12(e) of the Lease). If you cancel the Lease after presentation of the Solar Facility's design, you will not be refunded your deposit, but you will not owe us any further payments.
- (iii) If for a period of one hundred eighty (180) days Sunrun fails to perform its obligations required to commence installation of the Solar Facility and you have fulfilled all of your obligations under this Lease, you may cancel this Lease, in which case Sunrun will refund to you the deposit and any applicable delivery/installation fee, provided that your Property was accessible and in a state fully ready to permit the installation of the Solar Facility.
- (iv) If you sell or otherwise transfer your interest in the Property without either purchasing the Solar Facility or assigning this Lease to the new owner in accordance with the terms of the Lease, or if the new owner refuses to take assignment, then you will be deemed to have terminated this Lease. If you terminate this Lease pursuant hereto, you will be required within thirty (30) days either (a) to pay Sunrun a termination payment equal to the Prepayment of all future Lease Payments during the Initial Term (a "Make Whole" payment) or (b) to purchase the Solar Facility. (See Sections 19(a) and 7(b) of the Lease.)

(2) We may terminate this Lease before the end of the Initial Term under the following conditions:

- (i) If you cause the start of installation of the Solar Facility to be delayed in excess of 180 days. In the event of any such cancellation, you will not be refunded your deposit, but you will not owe us any further payment.
- (ii) If you (a) are required to make a Make Whole payment (see Sections 19 and 7(b) of the Lease) and do not make the payment, (b) terminate this Lease without also purchasing the Solar Facility, or (c) do not make any other payment or payments as contemplated and required under this Lease, Sunrun shall, subject to any cure rights provided in the Lease, have the right to disconnect the Solar Facility and/or enter your Property and remove the Solar Facility. In addition, if Sunrun removes the Solar Facility as a result of your default, you will also owe Sunrun an amount equal to the value of any federal, state and local incentives that Sunrun must return as a result of such removal. (See Sections 1(c) and 19 of the Lease.)

(3) Either party may terminate this Lease before the end of Initial Term under the following conditions:

- (i) Prior to installation, the following conditions may change the expected costs and benefits of the Solar Facility to both you and Sunrun:
  - (a) Change to the design of your Solar Facility.
  - (b) Change in the Solar Facility's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
  - (c) Change in the final rebate amount associated with installing the Solar Facility.
  - (d) The availability of cellular service at the Property.

If any of these conditions occur, Sunrun may choose to modify the terms of this Lease or cancel the Lease. If Sunrun chooses to modify the terms, Sunrun will notify you in writing and you will have five (5) business days to accept the modified terms or cancel this Lease. If you do not respond to Sunrun within five (5) business days, Sunrun may deem you to have cancelled the Lease. If Sunrun modifies your Lease pursuant to any of these conditions such that there is a decrease in the annual energy production estimate, or if the payment terms increase, or if it is determined that you must pay for any site improvements to accommodate the Solar Facility, then you may cancel this Lease and your deposit will be refunded. (See Sections 4(a) and 12(e) of the Lease.)

(ii) If you or Sunrun is prevented from performing under this Lease due to a Force Majeure event for a period of either (a) three hundred sixty-five (365) consecutive days or more, or (b) seven hundred thirty (730) non-consecutive days or more (whether full or partial days), the other party may terminate this Lease, without liability of either party to the other, upon thirty (30) days written notice at any time during the Force Majeure. (See Section 17 of the Lease.)

**NOTICE OF CANCELLATION**

**DATE:** \_\_\_\_\_  
(Enter date of transaction)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN 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 THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE SELLER 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 THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER 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 TO SUNRUN INC., 595 MARKET STREET, 29TH FLOOR, SAN FRANCISCO, CA 94105 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (DATE)**

**I HEREBY CANCEL THIS TRANSACTION.**

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

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

**NOTICE OF CANCELLATION MAY BE SENT TO SUNRUN AT THE ADDRESS NOTED ON THE FIRST PAGE OF THIS CONTRACT.**

NOTICE OF CANCELLATION

DATE: \_\_\_\_\_  
(Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN 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 THE SELLER 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.

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

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

NOTICE OF CANCELLATION MAY BE SENT TO SUNRUN AT THE ADDRESS NOTED ON THE FIRST PAGE OF THIS CONTRACT.

**EXHIBIT E: SUNRUN DEPOSIT FORM**

If you are paying your deposit by check, please enclose this document with your payment and include your Sunrun Proposal ID reference in the memo line of your check.

**Name:** Carlos MOSCOSO

**Address:** 400 S Teri Cir, Anaheim, CA 92804

**Proposal ID:** PK14VC19FVFF

**Deposit Amount:** \$0

**Please send payments to:**

Sunrun Inc.  
P.O. Box 511612  
Los Angeles, CA 90051-8167

Thank you for choosing Sunrun!

## My Custom Solar Design

Prepared by Dane Mitchell, 06/22/2015



### My Information

Carlos MOSCOSO  
400 S Teri Cir  
Anaheim, CA 92804

### System Size

11 Modules  
3.025 kWp  
1,394 kWh/kWp

### Year-1 Production

4,216 kWh

### Modules

11 x REC Solar REC275TP

### Inverters

1 x SolarEdge Technologies SE3000  
(240V) w/ -ER-US or A-US

### 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:

F6A8159C37AE4B5...

Customer Signature

6/22/2015

Date

SUNRUN