



HOME IMPROVEMENT CONTRACT FOR PURCHASE OF SOLAR SYSTEM

Sungevity, Inc. 66 Franklin Street Suite 310 Oakland CA 94607 866.SUN.4ALL CSLB Contractor License: 909236 Contract signed by Customer on: 9/8/2016	Name and Address of Customer(s): David Lewis 5012 East Park Rd Stonyford CA 95979	Address for Installation (if different from Address of Customer): 5012 East Park Rd Stonyford CA 95979 Email Address and/or Facsimile Number for Notices (optional) krill1731@gmail.com
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1. Introduction. This is the Home Improvement Contract for a Home Solar System (the “Contract”) between Sungevity, Inc. (“Sungevity”, “Contractor”, “us”, or “we”) and the property owner(s) listed above (collectively “you,” “Customer,” or “Buyer,” together with Sungevity as the “Parties” each individually a “Party”) for the purchase of the photovoltaic solar energy system that is more fully described below (the “System”). By signing this Contract, you agree to purchase from us and we agree to furnish to you the System on the terms and conditions contained in this Contract. Our obligations under this Contract include the design, procurement of equipment, and installation of the System at the address listed above (the “Property” or the “Home”) and your obligations include making the payments described in Section 5. Please ask your Sungevity solar consultant if you have any questions regarding these or any other terms of this Contract. Also, please note that this Contract contains disclosures required by applicable state law.

2. List of Documents to be Incorporated into the Contract. The Contract includes this document and the following attachments:

- Exhibit A: Three (3) Day Right to Cancel - Notice of Cancellation Form (in duplicate)
- Exhibit B: 20 Year Energy Performance Guarantee and Limited Warranty
- Exhibit C: Location Specific Terms and Disclosures
- Exhibit D: Additional Terms if Customer is Obtaining Third Party Financing

You are entitled to a completely filled in copy of this Contract signed by both you and Sungevity before any work may be started.

You have the right to cancel this Contract until midnight of the third business day after the date you receive a completely filled in copy signed by both you and Sungevity. If you choose to exercise this right, you should mail, fax, email or deliver the Notice of Cancellation (Exhibit A) to Sungevity, Inc., 66 Franklin Street Suite 310 Oakland CA 94607 (see the Contract for cancellation details).

3. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed. Sungevity is responsible for the provisioning of all materials, including the photovoltaic modules, inverter(s), and monitoring equipment described below, as well as all balance of System components required for a typical home solar system including racking equipment, mounting rails, standoffs and flashing and electrical accessories, machinery, tools, transportation, administration and other services, and items typically required to complete and deliver a fully integrated, installed, and tested System, all on a fixed price turnkey basis, and otherwise in accordance with this Contract, applicable laws and applicable standards.



a. System Description

System Size/Type:	13.75 kW DC STC / 12.29 kW CEC-AC Roof-Mounted Solar System
Modules:	Trina Solar TSM-250PD05.05 -qty: 55
Inverters:	SolarEdge Technologies SE 11400A-US (240V) -qty: 1
Monitoring:	20 years monitoring services included

- b. Commencement of Work.** We will commence work when this Contract is signed by both you and us, and we have received the Downpayment (described in Section 5(b)). We will provide you with periodic updates as to the progress of the work by phone or email.
- c. Home Visit.** After this Contract becomes effective, we or our contractor or representative (the “Preferred Installer”) will visit your Home to conduct a visual inspection of the Home and surrounding property to verify its suitability and adequacy for installation of the System (the “Home Visit”).
- d. Design & Permitting.** Following the Home Visit, we will design the System per applicable code and the requirements of the authority having jurisdiction (“AHJ”), prudent industry standards and utility requirements. The design will be stamped by a licensed professional engineer (“PE”) to the extent required by applicable law. Sungevity or the Preferred Installer will obtain and maintain in full force and effect all standard building permits typically required for a residential solar system project (“AHJ Permits”).
- e. Installation.** We will install your System in accordance with the design and AHJ code requirements. Installation dates we provide are approximate and are based on current scheduling, and as such are subject to change. We will coordinate the work of any contractors or subcontractors we hire to perform work on the System, including the Preferred Installer, and we will be responsible for the quality completion of their work.
- f. Completion and Interconnection.** The System will be substantially complete (“Substantial Completion”) on the day that Sungevity completes installation of the System but prior to AHJ inspecting the System and approving the AHJ Permits. Following Substantial Completion and after the AHJ inspects the System and approves the AHJ Permits, Sungevity will provide you with reasonable assistance with obtaining permission to operate (“PTO”) the System from the utility in order to connect the System to the electrical grid.
- g. Monitoring.** The monitoring hardware is included as part of the System. Monitoring requirements including connectivity specifications are further described in the 20 Year Energy Performance Guarantee and Limited Warranty in Exhibit B. Installation of Monitoring equipment may occur after the day that the AHJ inspects the System and approves (signs off) on the AHJ Permits or, if there is no applicable AHJ inspection, after Substantial Completion of the System.
- 4. 20 Year Energy Performance Guarantee and Sungevity Customer Manual.** We have included as part of this Contract the 20 Year Energy Performance Guarantee and Limited Warranty (the “20 Year Energy Performance Guarantee”) as set forth in Exhibit B. We will also provide you with a copy of the “Sungevity Customer Manual” (the “Manual”). Please be sure to read these carefully as these documents are referenced in this Contract and include some of your obligations with respect to the System.



5. Price and Payments

<p>(a) Contract Price</p> <p>You agree to pay us the following aggregate purchase price for the System:</p> <p style="text-align: center;">\$49,096.00</p> <p>(the “Contract Price”), subject to any additions and deductions described in an authorized (signed) Change Orders.”</p> <p>The Contract Price includes labor, materials, normal costs of AHJ Permits, and if applicable in your local area, sales tax.</p> <p>The Contract Price assumes that you have assigned or will assign applicable solar rebates or incentives to Sungevity to the extent described in <u>Exhibit C</u>.</p> <p>By subtracting the estimated rebate amount of \$0.00 from your Contract Price, your net system cost is estimated at: \$49,096.00.</p>	<p>(b) Downpayment</p> <p>The following down payment / deposit (“Downpayment”) is due upon the signing of this Contract:</p> <p style="text-align: center;">\$500.00</p> <p>THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.</p>	<p>(c) Schedule of Progress Payments</p> <p>1. A first Progress Payment of (the “First Payment”): \$14,500.00 is due on the day that the AHJ Permits are issued by the AHJ, and covers labor and materials for System design, permitting, and project administration.</p> <p>2. A second Progress Payment of (the “Second Payment”): \$34,096.00 is due on the day of Substantial Completion and covers the balance of materials, equipment, and labor to install the System as well as project administration.</p> <p>3. A final Progress Payment of (the “Final Payment”): \$0.00 is anticipated to be paid to Sungevity directly by the applicable utility or rebate administrator, covering the balance of work on the System, and project administration.</p> <p>The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.</p> <p>IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.</p>
<p>(d) Other Important Terms: See below for additional information on termination, warranties, late and default charges, recommended insurance and transferring the 20 Year Energy Performance Guarantee to a purchaser of your Home. See <u>Exhibit C</u> for information about Rebates (if applicable to your System).</p>		

6. Obligations.

- a. Payments. You agree to make the payments described in this Contract.
- b. Authority. You represent and warrant that everyone with an ownership interest in the Property or the System has consented to the terms of this Contract, including with respect to the 20 Year Energy Performance Guarantee.
- c. Cooperation with Permits. You agree to cooperate with us in our efforts to obtain the AHJ Permits described in Section 3(d). Any other permits or permissions that are required for the System will be your responsibility to timely obtain, such as permits associated with historic or landmarked structures, or Homeowners’ Association (“HOA”) approvals, provided however that we will provide you with reasonable assistance in obtaining such permits and approvals if you request.
- d. Other Equipment and Labor. You agree that Sungevity has no liability for equipment, materials or labor not purchased or performed under this Contract.



- e. Markings and Identification Tags. You agree not to remove the markings and identification tags on the System.
- f. Site Access and Rights of Way. You agree to provide full access to your Home as needed for Sungevity, including its contractors, representatives and agents including the designated Preferred Installer, to perform the work contemplated under this Contract, including the Home Visit, installation of the System, and service or repair work under the 20 Year Energy Performance Guarantee. If you delay access, then we retain the right to make an equitable adjustment in the time and Contract Price it takes to perform our obligations under this Contract. You agree not to directly or indirectly retain any other person or entity to provide services at the Home during the time Sungevity is installing your System if those services might interrupt our access to the Home or the System installation, provided that we will reasonably cooperate with you in scheduling such work if you provide us reasonable advance warning.
- g. Late Charges; Fees and Costs; Security Interest in the System; Right to Assign. Payments not made when due will accrue interest at the lesser of: (i) twelve percent (12%) per year and (ii) the maximum amount permitted by applicable law. You will be assessed an additional fee of fifteen dollars (\$15) for each return or refusal of your bank to honor a check. A malfunction, minor damage or blemishes to installed equipment and materials is not a reason to withhold payment. If you do not pay on time, we can stop work on your System until you pay in full, and we can remove equipment and components from your System, whether installed or not. You grant us a security interest in your System and agree that we can file a mechanic's lien against your Property to secure your payment under this Contract. We can sell your payment obligation(s) to a third party, and if you have a past due balance referred to a collection agency, you will be liable for all costs of collection, including collection agency costs and attorneys' fees.
- h. Insurance. The risk of loss to any component of the System passes to you upon installation. We encourage you to update your property insurance to cover the System as soon as it is installed.
- i. Taxes. The Contract Price includes all applicable sales tax as of the date this document was sent to you. In the event of a change in applicable sales tax rate enacted after the date this Contract becomes effective, we will prepare and send a Change Order to you for resulting reduction or increase to the Contract Price. You are responsible for paying any applicable personal property taxes on the System that your state or local jurisdiction may levy.
- j. Marketing and Signage. You agree that we can photograph your System during and after installation and use those photographs in our promotional materials and advertising without restriction. You agree that Sungevity will have exclusive ownership of such photographs, promotional materials and associated intellectual property. We will never release your address publicly without your prior consent. You agree that during the installation of your System, we can place reasonable signage at your Home identifying Sungevity as the project contractor.
- k. Indemnity. To the fullest extent permitted by law, you agree to defend and indemnify us against, and hold us harmless from, any and all losses, claims, damages, liabilities and related expenses (including all reasonable fees, costs and expenses of counsel), incurred by us or asserted against us by you or any third party arising out of, in connection with, or as a result of your gross negligence, willful misconduct or breach of your contractual obligations to us. However, you will not be required to indemnify us for our own gross negligence or willful misconduct. This indemnity obligation will survive termination or expiration of this Contract.

7. Unforeseen Site Conditions; Change Orders.

- a. No Existing Conditions. By signing this Contract, you are representing that to your knowledge, there are no conditions (concealed, hidden, hazardous or otherwise), at, on or beneath the Home that would or may prevent the installation or operation of the System as provided in this Contract. Proper operation of your System may depend on other features or equipment already present at the Property, which, if changed, may result in additional work and require a Change Order.
- b. Unforeseen Conditions. If at any time we discover or encounter conditions at the Home beyond our reasonable control which in Sungevity's opinion renders the Home in such a condition that it is not suitable or adequate for installation of the System to proceed (for example, if your Property requires



structural repairs or improvements to support the System, or we discover pre-existing hazardous substances on your Property) ("Unforeseen Conditions"), then we will stop further work and notify you.

- i. If we are appropriately qualified and licensed to do so, we will provide you with an estimate for Sungevity to complete the additional work required to correct or address the Unforeseen Conditions by sending you a proposed Change Order, which you will be able to accept or decline.
- ii. If you accept the proposed Change Order, we will perform the additional work pursuant the terms of the Change Order and this Contract.
- iii. If you do not accept the proposed Change Order, or if we do not provide a proposed Change Order for the additional work, then you must engage another contractor separately and have the additional work performed at your expense. If you do not, then either Party may terminate this Contract by written notice to the other Party, in which case the following will apply:
 - A. If we encountered or discovered the Unforeseen Conditions during the Home Visit, upon termination each Party is released from all obligations under the Contract, provided that Sungevity will promptly refund you any payments you have previously made to us under the Contract.
 - B. If we encountered or discovered the Unforeseen Conditions subsequent to the Home Visit (for instance during the design phase, permitting phase or installation phase), then provided that such Unforeseen Conditions were not reasonably discoverable by us during our proper performance of the Home Visit, you will be responsible for paying us the portion of the Contract Price for work we have performed and materials we have installed to the date of termination including reasonable profit and overhead.
- c. YOU AUTHORIZE US TO MAKE CORRECTIONS TO THE REBATE AND OTHER ENVIRONMENTAL INCENTIVE PAPERWORK DESCRIBED IN SECTION 9 AND EXHIBIT C TO CONFORM TO THIS CONTRACT OR ANY CHANGE NOTICE OR CHANGE ORDER TO THIS CONTRACT.
- d. Change Orders. Either Party may request changes to the scope of Sungevity's work under this Contract, provided that such changes are not binding until a written order prepared by Sungevity describing the changes is signed by both Parties (a "Change Order"), unless an automatic change is provided for under this Contract, in which case you will be given a notice of such change ("Change Notice"). For instance, Sungevity may propose alternative equipment by sending you a proposed Change Order. The Change Order will describe the changes to the System or the scope of our work, any increase or decrease to the Contract Price or schedule of Progress Payments, and any change to the schedule for installing your System. Any changes that are automatic under this Contract (for instance substitutions pursuant to Section 11) will be documented via and effective upon issuance by Sungevity of a Change Notice.
- e. Note about Extra Work and Change Orders: 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 any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. A Change Order is not enforceable against the Customer without this information. However, non-compliance with these requirements does not preclude recovery of compensation based on legal or equitable remedies designed to prevent unjust enrichment.
- f. Utility and Government Inspection Costs. Utilities and governments sometimes impose their own costs and requirements for solar system installations. These can include, for example, charges for new electricity meters, switchgear and transformers. Where possible, we will inform you of these costs and charges in advance of starting the installation, or otherwise as soon as we become aware of them. Legally required inspections may determine that pre-existing conditions at the Home must be corrected or modified before the final AHJ Permits inspection is approved. All such charges and costs are outside the scope of Sungevity's work under this Contract and are not included in the Contract Price, and do not



change your obligation to pay for the System as stated in this Contract. If additional work outside the scope of this Contract is required by a utility or government that may delay or prevent AHJ Permits inspection, and the Rebate is anticipated to be paid directly to Sungevity under Section 5(c) and Exhibit C, you must promptly complete the required additional work at your own expense. If you do not, and final AHJ Permits inspection approval or other approval is delayed by more than 30 days after we have otherwise completed installation of the System, then to the extent possible, you will be required to pay the outstanding balance of the Contract Price within 10 days of notice from us. Once it is paid, we will notify the solar rebate program administrator to send you the Rebate directly upon final permit approval and system interconnection.

- g. Other Exclusions.** The following work is excluded from this Contract, unless incorporated by a Change Order signed by both you and us: correcting concealed or substandard framing or substandard roofing; removal or disposal of materials containing hazardous materials such as without limitation asbestos; removing or repairing rot or insect infestation; structural framing work for any part of the roof or structure; correcting errors or omissions by other contractors or subcontractors (not including Sungevity or Sungevity's contractors or subcontractors); cost of correcting, testing, or remediating mold, fungus, mildew or organic pathogens unless such condition is the result of a Sungevity caused construction defect; painting of conduit or other structural parts; or correcting pre-existing conditions at the Property, including your roof, or correcting damage or problems arising from such pre-existing conditions, which may be aggravated by normal installation traffic and material handling procedures on the roof when installing your System.
- 8. Warranty.** The 20 Year Energy Performance Guarantee and Limited Warranty is set forth in Exhibit B attached to this Contract. For warranty service, you must give us timely written notice of all claimed problems or defects. If you are in breach of any of your obligations under this Contract, then your warranty rights may be terminated or suspended until you remedy the breach.
- 9. Ownership of the System; Tax Credits; Rebates.** This Contract is a purchase contract. Upon payment of the Contract Price, you will own the System for all purposes. See Exhibit C for additional specific information concerning ownership of environmental incentives and tax benefits that may be available with respect to the System, including, without limitation, any renewable energy credits, utility rebates (including performance based incentives), and any other environmental attributes associated with the electricity output from the System. Any rebates, financial incentives and tax credits for your System other than those specifically addressed in Exhibit C will accrue directly to you. The availability and amount of these incentives change often and depend on many factors. We will attempt to inform you of all applicable incentives, however, we cannot guarantee any rebates, whether or not discussed in this Contract. We recommend that you consult with a lawyer or accountant to learn more about your eligibility for the Federal Investment Tax Credit ("ITC" or "FTC") or any other tax credits or incentives that may be available to you. This Contract is not conditioned on your ability to get any rebates, incentives or credits other than as expressly provided for in this Contract. See Exhibit C for additional terms and conditions concerning rebates in your local area.
- 10. Assignment; Transfer.** Neither you nor we may assign or delegate this Contract or any of your or our respective rights or duties hereunder, directly, indirectly, by operation of law or otherwise, without the written consent of the other Party, and any such purported assignment or delegation shall be void. Notwithstanding the foregoing, (a) we may (i) use subcontractors, and (ii) assign this Contract in connection with the sale or other transfer of all or substantially all of our equity or assets to which this Contract relates; and (b) you may assign the 20 Year Energy Performance Guarantee in Exhibit B to a subsequent owner of the Home by providing us with written notice of the assignment; provided that (i) such warranties are still in effect, (ii) you are not otherwise in breach of the Contract, (iii) the System is not moved or altered, and (iv) you notify the subsequent owner of the provisions of Section 7 concerning any required assignment of RECs, and the subsequent owner complies with your obligations hereunder. This Contract binds you and all your successors and permitted assigns.
- 11. Equipment Substitutions and Changes.** Equipment specifications in Section 3 are subject to change. You hereby agree that Sungevity may substitute equipment listed in Section 3 provided it is of equivalent performance by issuing a Change Notice provided there is no increase to the Contract Price for such substitution. For other equipment changes, we will send you a proposed Change Order. If this occurs prior to the commencement of installation and you do not approve the Change Order for alternative equipment, we reserve



the right to terminate this Contract, in which case neither Party will have further liability. Administrative changes to equipment specifications (such as a change in model number) do not constitute a change to the equipment and will not require a Change Order or Change Notice.

- 12. Force Majeure.** Our performance under this Contract will be excused for the duration of any Force Majeure Event (as defined in Exhibit B). In such a case, we may proceed with the work provided that we reach agreement on a Change Order to the extent our performance under this Contract was impacted by such Force Majeure Event.
- 13. Sale of the Property.** See Section 10 and Exhibit B for a description of the process to transfer the 20 Year Energy Performance Guarantee to a person who buys your Home during the Warranty Period (as defined in Exhibit B).
- 14. Loss or Damage.** Risk of loss passes to you upon installation of the System. Provided that you have made all payments due in accordance with this Contract, title to work and materials permanently installed as part of the System and supplied by us or our contractors under this Contract will pass to you upon payment for such work and materials.
- 15. Indemnity by Sungevity.** To the fullest extent permitted by law, Sungevity will indemnify you against, and hold you harmless from, any and all losses, claims, damages, liabilities and related expenses (including all reasonable fees, costs and expenses of counsel), incurred by you or asserted against you by any third party arising out of, in connection with, or as a result of our, or our subcontractors', gross negligence or willful misconduct. We will not be required to indemnify you for your own gross negligence or willful misconduct. This indemnity obligation will survive termination or expiration of this Contract.
- 16. Default.** You will be in default under this Contract if:
- a. you do not make the Down Payment or any Progress Payment or any other payment under this Contract when due and such failure continues for ten (10) days;
 - b. you fail to observe, keep or perform any other material term or condition of this Contract and such failure continues for fifteen (15) days after receiving notice from us; or
 - c. you or your guarantor admits in writing its insolvency, assigns its assets for the benefit of creditors, enters any bankruptcy or reorganization proceeding (either voluntary or involuntary), is otherwise adjudicated bankrupt or insolvent or the occurrence of any similar event.

17. Remedies in Case of Default.

- a. If you are in default under this Contract, we may take any one (or more) of the following actions. We will, to the extent required by this Contract or applicable law, provide you notice and wait for the expiration of any applicable cure period before taking any of these actions. We may:
 - i. terminate this Contract;
 - ii. take any court actions or actions at law or in equity to enforce performance by you of the terms and conditions of this Contract and/or recover damages for your breach;
 - iii. take any action we deem reasonable to correct or cover your default; or
 - iv. take any other action or pursue any other remedy available to us under this Contract or by law.
- b. Please note that by taking any one or more of these actions (or by not taking any one or more of these actions) we do not give up the right to take any of the above actions in connection with the then-existing default or any future default. Additionally, we may take any of the above actions without notice to you, unless applicable law or the terms of this Contract require us to provide you notice, in which case we will provide notice as required by this Contract or applicable law.
- c. You agree that you will reimburse us for any reasonable costs and expenses paid by us to correct or cover your default. Any such amounts, costs or expenses paid by us will be immediately due and will be added to the amount owed by you under this Contract. Such costs include without limitation all costs (including reasonable attorneys' fees), overhead, and profit we and our subcontractors would have earned if you had not defaulted and your System had been fully installed.



- d. In addition to the rights and remedies for default outlined above, in the event that you do not make a payment due under this Contract on the due date, we reserve the right to suspend work immediately until such payment is made.

18. Early Termination of this Agreement. If you terminate the Contract under Section 7(b)(iii)(A) because we encountered Unforeseen Conditions during the Home Visit, we will promptly refund you any Downpayment or other payments you have previously paid to us under the Contract, and thereafter both Parties will be released from any liability under the Contract.

19. Arbitration. All claims, disagreements and disputes between you and us will be resolved through binding arbitration in accordance with the procedures set forth below in the county where the Property is located. This section shall survive the termination or expiration of this Contract.

- a. Arbitration of Disputes
 BY INITIALING IN THE SPACE BELOW YOU, THE CUSTOMER, ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I agree to arbitrate DS
DL _____
 Customer's Initials

Sungevity hereby consents to arbitration.

- b. The Parties agree that JAMS ("JAMS") will administer each arbitration (including the selection of a single arbitrator) under its arbitration rules Commercial Arbitration Rule and the Due Process Protocol for Mediation and Arbitration of Consumer Disputes most recently in effect. Arbitration will be governed by, and these arbitration rights are specifically enforceable under, the Federal Arbitration Act (Title 9 of the U.S. Code), notwithstanding the provisions of this Contract specifying the application of State law. Either Party can initiate an arbitration proceeding by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. If a JAMS office does not exist in the county where you are located, and there is an office for the American Arbitration Association ("AAA") within that same area, the Parties agree that AAA will administer each arbitration (including the selection of a single arbitrator) under its Supplementary Procedures for Consumer-Related Disputes most recently in effect. If neither JAMS nor AAA have an office in the county where you are located, another arbitrator will be agreed upon or if no other arbitrator can be agreed upon, then we will use the JAMS office closest to the Property. If either Party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented. The judgments and awards of the arbitrator may be entered into any court having jurisdiction. All applicable statutes of limitations to the claim, disagreement or dispute shall also apply to any arbitration, and neither Party may demand arbitration after the applicable statute of limitation for commencing litigation has expired.
- c. Only disputes involving you and us may be addressed in the arbitration. YOU AGREE THAT YOU CANNOT PURSUE ANY DISPUTE AS A "CLASS ACTION." This means that the arbitration may not address disputes involving other persons which may be similar to the disputes between you and us.
- d. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this



Contract or to make any award that would extend to any transaction other than your own. Because we have agreed to arbitrate all disputes, UNLESS PROHIBITED BY STATE LAW, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES GOVERNING THE REVIEW OF ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

- 20. Applicable Law.** This Contract is governed by the laws of the state of California without giving effect to principles of conflict of laws (the "State").
- 21. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR AFFILIATES, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR USE, EVEN IF SUCH LOSS OR DAMAGE COULD HAVE BEEN FORESEEN. OTHER THAN AS SPECIFICALLY STATED IN THIS CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE, YOU ACKNOWLEDGE AND AGREE THAT OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT OR WORK HEREUNDER IS LIMITED TO THE AMOUNT OF THE PRICE YOU PAY US UNDER THIS CONTRACT.
- 22. Survival.** Sections 6(b), 6(d), 6(e), 6(g), 6(i), 6(j), 6(k), 15, 17, 19, 20, 21, 22, 23, 25, 26, 27 and each other provision that should reasonably be expected to survive expiration or termination of this Contract will remain in full force and effect and survive the expiration or termination of this Contract.
- 23. Notices.** Any notice required or given under this Contract must be in writing and delivered either by personal delivery, overnight courier, facsimile transmission, electronic mail, certified mail or registered mail, return receipt requested. Notices will be deemed received either (a) upon personal delivery, (b) acknowledgment of receipt of electronic transmission, (c) the promised delivery date after deposit with overnight courier, or (d) five (5) days after deposit in the mail. Notices may be delivered either to the address listed in this Contract or any other address specified in writing. Documents received electronically shall be deemed an original document.
- 24. Other Rights.** The state in which the Property is located may provide you with additional rights or impose additional responsibilities on us, including disclosure responsibilities, in addition to those attached hereto as Exhibit C.
- 25. Remedies.** All duties, obligations, rights, and remedies of each Party under this Contract are cumulative and do not limit any duties, obligations, rights, and remedies otherwise imposed or available by law, unless otherwise stated.
- 26. Waiver and Severability.** A Party's failure at any time to require strict performance of any of the provisions of this Contract will not waive or diminish its right thereafter to demand strict compliance of that provision or of any other provision of this Contract. If any provision of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted so as to make them enforceable.
- 27. Entire Contract; Amendment; Waiver.** This Contract contains the entire agreement and understanding between the Parties to this Contract relating to the purchase of the System and supersedes any prior or contemporaneous contract, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Contract will only be effective if they are in writing and signed by both you and us. Our failure



at any time to require strict performance by you or any of the provisions of this Contract will not waive or diminish our right thereafter to demand strict compliance by you of that provision or of any other provision of this Contract. If any provision of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted so as to make them enforceable.

28. Notice of Right to Cancel. You, the Buyer, have the right to cancel this Contract until midnight of the third business day after the date you receive a completely filled in copy that has been signed by both you and Sungevity. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Sungevity by midnight of the third business day after you received a signed and dated copy of the Contract that includes this notice. Include your name, your address, and the date you received the signed copy of the Contract and this notice. If you cancel, the Sungevity must return to you anything you paid within ten (10) days of receiving the notice of cancellation. For your part, you must make available to Sungevity at your Property, in substantially as good condition as you received them, goods delivered to you under this Contract. Or, you may, if you wish, comply with Sungevity's instructions on how to return the goods at Sungevity's expense and risk. If you do make the goods available to Sungevity and Sungevity does not pick them up within twenty (20) days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Sungevity, or if you agree to return the goods to Sungevity and fail to do so, then you remain liable for performance of all obligations under the Contract.

[Signatures appear on the following page]



DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES (OTHER THAN SIGNATURE BLOCKS)

Each Party has read this Contract and the Exhibits in their entirety and acknowledges that such Party has received a complete copy of this Contract and enters into the Contract as of the last date set forth below:

SUNGEVITY, INC.

By: DocuSigned by: Chris Steele
Title: 497B168A204F4B6... Authorized Signer
Date: 9/9/2016

Customer Name: David Lewis
Signature: DocuSigned by: David Lewis
Date: 5833A63FBA15485... 9/8/2016



EXHIBIT A

CALIFORNIA THREE (3) DAY RIGHT TO CANCEL - NOTIFICATION FORM

NOTICE OF CANCELLATION

Date of Transaction: 9/8/2016

Three (3) Day Right to Cancel Notice (applicable to all projects unless (i) negotiated at our place of business; (ii) subject to the "seven (7) day right to cancel"; or (iii) the Contractor is subject to license under the Alarm Company Act).

You, the buyer, have the right to cancel this Contract within three (3) business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to us at our place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this notice. Include your name, your address, and the date your received the signed copy of the Contract and this notice.

If you cancel, we must return to you anything you paid within ten (10) days of receiving the notice of cancellation. For your part, you must make available to us at the Property, in substantially as good condition as you received it, any goods delivered to you under this Contract. Or, you may, if you wish, comply with Sungevity's instructions on how to return the goods at our expense and risk. If you do make the goods available to us and we do not pick them up within twenty (20) days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this Contract, mail, email, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Sungevity, Inc., 66 Franklin St., Suite 310, Oakland, CA 94607, or send a fax to (510) 496-5501 not later than midnight of 9/11/2016

I HEREBY CANCEL THIS TRANSACTION.

Date

Buyer's signature to cancel



EXHIBIT A (CONTINUED) (COPY)

CALIFORNIA THREE (3) DAY RIGHT TO CANCEL

NOTIFICATION FORM NOTICE OF CANCELLATION

Date of Transaction: 9/8/2016

Three (3) Day Right to Cancel Notice (applicable to all projects unless (i) negotiated at our place of business; (ii) subject to the "seven (7) day right to cancel"; or (iii) the Contractor is subject to license under the Alarm Company Act).

You, the buyer, have the right to cancel this Contract within three (3) business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to us at our place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this notice. Include your name, your address, and the date your received the signed copy of the Contract and this notice.

If you cancel, we must return to you anything you paid within ten (10) days of receiving the notice of cancellation. For your part, you must make available to us at the Property, in substantially as good condition as you received it, any goods delivered to you under this Contract. Or, you may, if you wish, comply with Sungevity's instructions on how to return the goods at our expense and risk. If you do make the goods available to us and we do not pick them up within twenty (20) days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this Contract, mail, email, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Sungevity, Inc., 66 Franklin St., Suite 310, Oakland, CA 94607, or send a fax to (510) 496-5501 not later than midnight of 9/11/2016

I HEREBY CANCEL THIS TRANSACTION.

Date

Buyer's signature to cancel



EXHIBIT B

20 YEAR ENERGY PERFORMANCE GUARANTEE AND LIMITED WARRANTY

This 20 Year Energy Performance Guarantee and Limited Warranty Agreement (the "20 Year Performance Guarantee") provides you with the warranties on the System that you purchased under the Contract. The System is described in Section 3(a) of the Contract. Where we use terms in this 20 Year Performance Guarantee that have been defined in the Contract, they have the meaning defined in the Contract.

1. 20 Year Energy Performance Guarantee.

- a. Performance Guarantee. Sungevity guarantees that the System will generate the guaranteed annual kilowatt-hours ("kWh") of energy during each of the 20 successive Production Years (the "Performance Guarantee Term") as set forth in the Table of Guaranteed Annual kWh attached in Annex I to this 20 Year Performance Guarantee (the "Guaranteed Annual kWh") subject to the terms of this 20 Year Performance Guarantee.
- b. Production Year Deficit Payment. If at the end a Production Year (defined below), the Actual Annual kWh (defined below) generated by the System is less than the Guaranteed Annual kWh (a "Production Year Deficit"), then we will send you a refund equal to the difference between that Production Year's Actual Annual kWh and Guaranteed Annual kWh (minus any previous years' surpluses), multiplied by that Production Year's Guaranteed Energy Price per kWh (as set forth in the Table of Guaranteed Annual kWh attached in Annex I to this 20 Year Performance Guarantee). We will make that payment within thirty (30) days of the end of the calendar year in which the Production Year Deficit occurred.
For example, if a Production Year commenced on October 1, 2014 and ended on September 30, 2015, and had a Guaranteed Annual kWh of 5,000 kWh, and the Actual Annual kWh for that Production Year was only 4,500 kWh, and the Guaranteed \$/kWh Price for that Production Year was \$0.10, then assuming no prior Production Year Surpluses or payments for System Failures applied (as defined below), we would send you a refund for \$50.00 within thirty (30) days after December 31, 2015.
- c. Production Year Surplus Carried Over. If at the end of a Production Year the Actual Annual kWh is greater than the Guaranteed Annual kWh for that Production Year, there will be no additional cost to you for this surplus energy. However, this surplus will be carried over and used by Sungevity to offset any future Production Year Deficits.
- d. Monitoring. During the Performance Guarantee Term, Sungevity will provide you at no additional cost a monitoring service ("Monitoring"), which is a third party proprietary monitoring system that records and displays historical energy generation data and consists of hardware installed by Sungevity on site and software accessed by Sungevity. If your System is not operating within normal ranges, Monitoring will tell us and we will notify you promptly at the notice address set forth in Section 9, by email (provided by you) or at a telephone number (provided by you).
- e. Definitions.
 - i. "Actual Annual kWh" means the AC electricity produced by your System in kWh measured and recorded by Sungevity during each Production Year. Sungevity uses the Sungevity Monitoring Service described below to measure the Actual kWh. To the extent such service is not available, we will estimate the Actual kWh by reasonable means, subject to the requirements of Section 3.b below.
 - ii. "Production Year" means the twelve (12) month period beginning on the 1st day of the month following the date on which your System commenced operation, and each successive twelve (12) month period thereafter during the Performance Guarantee Term. For example, if the original interconnection date for your System occurred on March 15, each Production Year would run from April 1 to March 31.

2. Limited Warranties.

- a. Limited Warranties. Sungevity warrants the System as follows:



- i. System Warranty. During the entire Warranty Period, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components ("System Warranty"). To the extent there are defects in the workmanship or defects in any part, material or component of your System during the Warranty Period, Sungevity will honor the System Warranty and agree to re-perform such work or repair or replace such equipment, at no cost or expense to you (including all labor costs) to correct such defective workmanship or equipment, when you submit a valid claim to us under this System Warranty. If Sungevity damages your Property or your belongings, Sungevity will repair the damage or pay you for the damage that we caused in accordance with the provisions of Section 8 below. You agree to give us timely written notice of all warranty claims. Sungevity may use new or reconditioned parts when making repairs or replacements. The Warranty Period is not extended if we repair or replace a warranted product or any parts. Sungevity may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this 20 Year Performance Guarantee.
 - ii. Roof Warranty. If we penetrate your roof during System installation, we will warrant roof damage that we cause due to such roof penetrations. This roof warranty will last for the longer of (a) ten (10) years following the completion of the System installation or (b) the remainder of any then-existing installation warranty on your roof (the "Roof Warranty Period").
 - iii. Output Warranty. The System's electrical output shall not decrease by more than fifteen percent (15%) during the period starting on the date the System commences operation until the tenth (10th) anniversary of such date.
 - iv. Warranty Period Defined. The "Warranty Period" commences on the date your System is inspected by the authority having jurisdiction and runs through the 20th anniversary of such day.
- b. Making a Warranty Claim. You can make a warranty claim by:
- i. Emailing us at: customerservice@sungevity.com
 - ii. Writing us a letter and sending it to us via certified or registered U.S. Mail or a reputable overnight delivery service at the address in Section 9 below; or
 - iii. Sending us a fax at the number in Section 9 below.
 - iv. Warranty service will be performed promptly and typically on site. If the affected equipment requires off site warranty service, Sungevity will arrange for its transportation under warranty.

3. Maintenance and Operation.

- a. General. When you sign your Contract you will be given a copy of the Manual. This Manual provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.
- b. Monitoring Connectivity. Monitoring requires a high-speed Internet connection to operate unless your System includes a cellular metering System (which is not available for all Systems). Therefore, during the Performance Guarantee Term, you agree to maintain the communication link between the on-site Monitoring hardware and the System and between the on-site Monitoring hardware and the Internet, or you agree to maintain the cellular metering if applicable. For Monitoring that requires Internet connection, you agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) (which shall not require Sungevity to perform trenching to access). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line or the cellular metering, as applicable, we will not be able to monitor your System and provide you with an Energy Performance Guarantee.
- c. Module Cleaning. The Manual contains certain recommendations about periodically cleaning the solar modules, especially during the summer, or removing snow in areas that experience fair amounts of snow fall. If Monitoring indicates a drop in actual energy production by the System, we recommend that you



arrange for cleaning or clearing of the solar modules. Sungevity will be happy to assist you with cleaning of solar modules at our customary rates, however often times rain or a hose from the ground is sufficient for cleaning. If your System becomes covered by snowfall, the modules will often be able to heat up sufficiently for the snow to slide right off. AS WITH REGULAR SNOW ACCUMULATION ON YOUR ROOF, PLEASE BE AWARE OF FALLING SNOW FROM THE TILTED PANELS AND EXERCISE CAUTION WHEN STANDING OR WALKING UNDER THE EDGE OF YOUR ROOF. PLEASE TRY TO AVOID PARKING YOUR CAR, OR KEEPING OTHER VALUABLES, UNDER THE EDGE OF YOUR ROOF. WE STRONGLY RECOMMEND THAT YOU NEVER CLIMB ONTO YOUR ROOF UNLESS YOU HAVE APPROPRIATE AND PROFESSIONAL SAFETY TRAINING AND MEASURES IN PLACE.

4. **Sungevity's Standards.** The standards for our performance for the purpose of this 20 Year Performance Guarantee will be (i) normal professional standards of performance in the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Industry Practices. "Prudent Industry Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar energy electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.
5. **System Repair, Relocation or Removal; Additional Obligations.** You agree that if the System needs any repairs that are not the responsibility of Sungevity under this 20 Year Performance Guarantee, you will have Sungevity, or another similarly qualified service provider approved by Sungevity, perform such repairs at your expense on a time and materials basis. In addition, you agree that if the System needs to be removed and reinstalled for roof repairs, you will have Sungevity, or another similarly qualified service provider approved by Sungevity, remove and reinstall the System at your Home for a fixed fee of \$1,000 provided that materials used for the roof repair are of the same type of materials used in the original roof and that the roof design and specifications will not change in such a way that the original design of the System must be modified in order to reinstall the System on your roof. You also agree to be responsible for the storage of the System following its removal from your roof and for any damages incurred to the System while it is in storage.

You further agree:

- a. To grant Sungevity and its employees, agents and contractors the right to reasonable access to your Property as necessary to inspect or repair the System or otherwise for the purposes of complying with this 20 Year Performance Guarantee;
 - b. To only have the System repaired pursuant to this 20 Year Performance Guarantee and reasonably cooperate when repairs are being made;
 - c. To give Sungevity authority to act on your behalf to contact the manufacturers of the equipment used in the System with respect to warranty claims covered by Section 2.a;
 - d. To keep the panels clean, pursuant to this 20 Year Performance Guarantee and the Manual;
 - e. To not modify your Home in any way that shades the System and to keep trees, bushes, and hedges trimmed so that the System receives as much sunlight as it did when Sungevity initially installed it;
 - f. To not remove any markings or identification tags on the System;
 - g. To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended;
 - h. To notify Sungevity if you think the System is damaged, appears unsafe or is stolen; and
 - i. That you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the 20 Year Performance Guarantee.
6. **Force Majeure.** If Sungevity is unable to perform all or some of its obligations under this 20 Year Performance Guarantee because of a Force Majeure Event, Sungevity will be excused from whatever performance is affected by the Force Majeure Event, provided that:
- a. Sungevity gives you reasonably prompt notice describing the Force Majeure Event; and



- b. The scope and duration of Sungevity's suspension of its obligations is no greater than is required by the Force Majeure Event

"Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of and not caused by Sungevity's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god, war (declared or undeclared), sabotage, riot, insurrection, civil unrest or disturbance, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, unavailability of suitable and sufficient labor, explosion, fire, earthquake, abnormal weather conditions or actions of the elements, hurricane, flood, lightning, wind, hail, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Sungevity's failure to have exercised reasonable diligence), or unusual utility grid voltage fluctuations, and failure of equipment not utilized by Sungevity or under its control.

7. Exclusions and Disclaimers.

The limited warranties and performance guarantee provided in this 20 Year Performance Guarantee do not apply to (i) any lost electricity production or (ii) any damage, repair, replacement or correction required due to the following:

- a. Someone other than Sungevity or its approved service providers installed, removed, re-installed or repaired the System or removed any of the product identifying information listed on the equipment;
- b. Destruction or damage to the System or its ability to safely produce energy not caused by Sungevity or its approved service providers (e.g., a tree falls on the System, an animal causes damage, chemicals or other materials have been applied to the System, glass breakage in the solar panels to the extent it was caused by external factors (including golf balls) or the System is moved or damaged during roofing work);
- c. Your failure to perform, or breach of, your obligations under the Contract (such as if you modify or alter the System or you fail to pay amounts due and owing to Sungevity);
- d. Your breach of this 20 Year Performance Guarantee, including your being unavailable to provide access to the Property or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Manual, or if you modify or alter the System;
- e. Any Force Majeure Event (as defined above);
- f. Water ponding or puddling on your roof (i.e. standing water that fails to drain) not caused by Sungevity or its approved service providers;
- g. Damages resulting from mold, fungus and other organic pathogens, regardless of the cause;
- h. Superficial changes in the appearance of System components due to exposure to weather and atmospheric conditions (e.g. chalking, blemishes, scratches, rust, mold, discoloration of the solar panels) that do not materially impact System performance;
- i. Increased shading (e.g. from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed, from snow that covers the System, or from new construction on your Property or adjacent property);
- j. Theft of the System or any System failure not caused by a System defect (e.g., the System is not producing power because the System has been removed for remodeling or you have required us to locate the inverter in a non-shaded area);
- k. Any excluded work pursuant to the Contract;
- l. Any pre-existing conditions of any roof or for damage or problems arising from such pre-existing conditions, which may be aggravated by normal traffic and material handling procedures on the roof associated with installing the equipment supplied under the Contract; and
- m. Removal of the System from your roof and/or the storage of the System as a result of roof repairs.

THIS 20 YEAR PERFORMANCE GUARANTEE GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER



RIGHTS INCLUDING, BUT NOT LIMITED TO, RIGHTS BASED ON FEDERAL LAW AND OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS 20 YEAR PERFORMANCE GUARANTEE DOES NOT WARRANT ANY SPECIFIC ELECTRICAL PERFORMANCE OF THE SYSTEM, OTHER THAN THAT DESCRIBED ABOVE.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2.a ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SUNGEVITY WITH RESPECT TO THE SYSTEM. SUNGEVITY HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS 20 YEAR PERFORMANCE GUARANTEE HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. UPON RECEIPT OF PAYMENT IN FULL UNDER THE CONTRACT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SUNGEVITY HAS NO RESPONSIBILITIES WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

8. **Limitations of Liability.**

- a. No Consequential Damages. YOU MAY ONLY RECOVER DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 1.b UNDER THIS 20 YEAR PERFORMANCE GUARANTEE, AND IN NO EVENT SHALL SUNGEVITY OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- b. Disclaimer and Limitation of Duration of Implied Warranties. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES THAT ARE NOT DISCLAIMABLE UNDER APPLICABLE LAW SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS 20 YEAR PERFORMANCE GUARANTEE. SOME STATES DO NOT ALLOW DISCLAIMERS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE DISCLAIMER AND DURATION LIMITATION MAY NOT APPLY TO YOU.
- c. Liability Cap. Notwithstanding any other provision of this 20 Year Performance Guarantee to the contrary, and subject to the exclusion of consequential damages above, Sungevity's total liability arising out of or relating to this 20 Year Performance Guarantee shall in no event exceed:
 - i. For System replacement, the original cost of the System; and
 - ii. Two million dollars (\$2,000,000) in the event of damage to your Home, Property or belongings.

9. **Notices.** All notices under this 20 Year Performance Guarantee shall be in writing and shall be provided by (a) personal delivery, (b) facsimile transmission with confirmation of successful transmission, (c) overnight courier, or (d) certified or registered U.S. mail (return receipt requested). A notice shall be deemed received upon personal delivery, confirmation of receipt of facsimile transmission, the promised delivery date after deposit with a reputable overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the address set forth below or such other address as either Party may specify in writing. Each Party shall deem a document faxed to it as an original document.

Notices to Sungevity:

Sungevity, Inc.
Attn: Warranty Claim
66 Franklin Street Suite 310
Oakland CA 94607
Fax: 510-550-2628
Tel: 510-496-5500

Notices to You:

At the installation address, any subsequent address or email address you give us. Change of address notices should be sent to Sungevity at the address listed for all other Notices.

10. **Applicable Law/Arbitration.**

The governing law and arbitration procedures under this 20 Year Performance Guarantee will be as provided for in the Contract and are incorporated herein by reference.

11. **Assignment and Transfer of this 20 Year Performance Guarantee.**

Sungevity may assign its rights or obligations under this 20 Year Performance Guarantee to a third party without your consent, provided that any assignment of Sungevity's obligations under this 20 Year Performance Guarantee shall be to a party qualified to perform such obligation. This 20 Year Performance Guarantee protects



only you as the person who owns the System; provided, however that your rights and obligations under this 20 Year Performance Guarantee will be automatically transferred to any person who purchases the System and the Property on which the System is located from you. Sungevity will accept and honor any valid and properly submitted warranty claim under this 20 Year Performance Guarantee made during any applicable warranty period by any person who purchases from you the System and the property on which the System is located.

12. **Entire Agreement; Changes.**

This 20 Year Performance Guarantee contains the Parties' entire agreement regarding the limited warranties and guarantees of the System and supersedes any prior or contemporaneous agreement, either written or verbal. There are no other agreements regarding the 20 Year Performance Guarantee of the System, either written or spoken. Any change to this 20 Year Performance Guarantee must be in writing and signed by both Parties.

ANNEX I**Table of Guaranteed Annual kWh**

Production Year	Guaranteed Energy Price Per kWh	Guaranteed Annual kWh	Cumulative Total Guaranteed kWh
1	0.30	18,914	18,914
2	0.31	18,820	37,734
3	0.32	18,725	56,459
4	0.32	18,632	75,092
5	0.33	18,539	93,631
6	0.33	18,446	112,077
7	0.34	18,354	130,431
8	0.35	18,263	148,694
9	0.36	18,171	166,865
10	0.36	18,080	184,945
11	0.37	17,990	202,935
12	0.38	17,900	220,835
13	0.38	17,811	238,646
14	0.39	17,721	256,367
15	0.40	17,633	274,000
16	0.41	17,545	291,545
17	0.42	17,457	309,002
18	0.42	17,370	326,372
19	0.43	17,282	343,654
20	0.44	17,196	360,850

Note: This Table may be updated by Sungevity prior to installation of the System. An update would only occur if Sungevity or its approved installation contractor determines after physically inspecting your Property that due to unforeseen factors (e.g., as a result of unanticipated shading or roof obstructions, etc.), the System output will be materially lower than originally estimated.



EXHIBIT C
LOCATION SPECIFIC TERMS & DISCLOSURES
CALIFORNIA

A. Contractor's License Number.

Sungevity, Inc. is licensed by the Contractors State License Board (CSLB), License No. C-909236 with a C-10 (Electrician) and a C-46 (Solar Specialty) license.

B. Required Disclosures.

- a. **Approximate Start and Approximate Completion Date.** We will start work on the System as soon as the Contract is signed. We estimate that construction and installation of the System at the Site will begin on or about 12/29/2016 and will be Substantially Complete on or about 01/08/2017.
- b. **Mechanics' Lien Warning.**
- i. Anyone who helps improve your Property, but 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.
 - ii. Even if you pay us in full, unpaid subcontractors, suppliers, and laborers who helped to improve your Property may record a mechanics lien 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 rating.
 - iii. To preserve their rights 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.
 - iv. BE CAREFUL. The 20-day Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a problem if you paid us before you received the 20-day Preliminary Notice. You will not receive a 20-day Preliminary Notices from Sungevity (your primary contractor) or from laborers hired by Sungevity who work on your project. The law assumes that you already know they are improving your Property.
 - v. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by obtaining a list from Sungevity of all the subcontractors and material suppliers that work on your project. Find out from Sungevity when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the 20-day Preliminary Notices you receive.
 - vi. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When Sungevity tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a 20-day Preliminary Notice, write a joint check payable to both Sungevity and the subcontractor or material supplier.
 - vii. To learn about other ways to prevent liens, visit CSLB's web site at 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 have to pay twice, or face the forced sale of your home to pay what you owe.
- c. **Mechanics Lien Releases.** Once payment has been made for any part of the Work, we must, prior to any further payment being made, furnish you with a full and unconditional release for any claim for mechanics lien for that portion of the work for which payment has been received.
- d. **Information about the Contractors' State License Board (CSLB).** 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 web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752) or write CSLB at P.O. Box 26000, Sacramento, CA 95826.

- e. **Performance and Payment Bonds.** You or a tenant living in your residence have the right to require us to procure and maintain during System installation a performance and payment bond at your expense.
- f. **Commercial General Liability (CGL) and Workers' Compensation Insurance.** Sungevity carries commercial general liability and workers' compensation insurance. You can contact the individual listed below to confirm our coverage. You can also email your Sungevity consultant and that person will be happy to email a proof of insurance to you.

Insurance Company	Contact Name	Phone Number	Email
Zurich American Insurance Co.	David Liebes of Hays Companies	(650) 393-2008	dliebes@hayscompanies.com

C. Rebates.

- a. **Wet Ink Signature Required.** The rebate programs applicable to this System ("Rebate Program") may require a printed hard copy of the Contract with your original signature to be eligible for a rebate ("Rebate"). If you have signed this Contract online or returned it to us by fax or email, upon our request, you will need to send us a printed hard copy of the Contract with your original signature.
- b. **Rebate Assigned to Sungevity.** You hereby assign the Rebate to Sungevity. The foregoing assignment is irrevocable subject to Sungevity's performance of the Contract. The amount you pay Sungevity will be the Contract Price, less the Rebate, subject to the other conditions set forth in this Exhibit C.
- c. **Rebate Paperwork; Prompt Payment.** You agree to give us all information and documents necessary for the Rebate to be assigned and paid directly to us; and you agree to pay all Progress Payments immediately when due. Your payment of all Progress Payments to Sungevity when due is a pre-condition to the Rebate Program paying us the Rebate.
- d. **Changes to Rebate Amount.** The Rebate amount listed in Section 5(c) of the Contract is our calculation based on our Remote Solar Design of your System prior to entering into the Contract. The final Rebate actually paid by the Rebate Program will be based on factors that include, but are not limited to, System size, design, shading, orientation of the System, tilt, your address, and so forth. Other factors that may affect the Rebate amount include, but are not limited to, the following:
- i. When we perform the Home Visit and do a detailed design for your System, we will finalize the Rebate calculations. However, if there is subsequent proposed change to the size or design of the proposed System, then the Rebate amount may increase or decrease pursuant to an authorized Change Order.
 - ii. The Rebate Program periodically reduces rebate levels, sometimes with little or no advance warning. If the Rebate decreases due to reasons outside your control, then either (a) Sungevity will reduce the Contract Price by the same amount of such decrease in the Rebate amount in which case your other Progress Payments will remain the same, or (b) your Contract can be terminated by either you or Sungevity and we will refund all payments previously made by you, provided that installation of your System has not begun.
 - iii. If the Rebate amount decreases due to your failure to meet an obligation under the Contract or under the agreement with the Rebate Program or utility governing the payment of the Rebate, you agree the Contract Price will remain the same and that you will pay an amount equal to the lost Rebate amount within 15 days after receiving notice from Sungevity. Examples of when a decrease in Rebate amount will fall under your control includes, but is not limited to, if you cause or request a delay to install your System, if you do not timely return completed Rebate paperwork or make a Progress



Payment, or if you do not make previously agreed upon changes to your Property such as reducing shading (shade reduces power output and, therefore, will reduce the available Rebate).

- iv. To maximize your Rebate, Sungevity recommends you remove any features that will shade your System before we submit the Rebate reservation paperwork and prior to installation. If you agree to reduce shading in order to obtain a certain Rebate level, you agree to perform the necessary work prior to installation, and then maintain shading levels for the period required by the Rebate Program.
 - v. Note that increases to your System size that are made after we have submitted the Rebate reservation will be at the Rebate Program's then-current rebate level, which may be lower than the rebate level when the original reservation application was made.
- e. **Energy Efficiency Audit / Proof of Homeowners Insurance.** As a pre-condition to issuing certain financial incentives to you, the Rebate Program may require that you perform and/or provide evidence of a recent energy efficiency audit for the Home where the System is installed, as well as have insurance in place for the installed System. If this is applicable to your Rebate, you must promptly have any such audit done, give us the required information about the audit and provide proof of homeowners insurance for your System.
- f. **Assignment of Renewable Energy Certificates.** The Rebate Program may require that in order for the full Rebate to be paid, you must assign any "renewable energy certificates" or "greentags" ("RECs") or other environmental attributes associated with the energy produced by the System during a specified period of years to the Rebate Program, or the utility or a government agency. In such event, you agree that you assign the RECs for the required time-period, and you agree to complete any paperwork necessary to complete the assignment.



EXHIBIT D

ADDITIONAL TERMS RELATED TO THIRD PARTY FINANCING

The following terms are applicable only if you represent to Sungevity that you are financing the Contract Price with a third party lender and that representation is true and correct. In those circumstances, Sungevity may elect to allow you to defer certain payments of the Contract Price under the terms and subject to the conditions set forth below.

1. **Loan Approval and Closing.** You represent to Sungevity that you have applied for a home mortgage, Home Equity Line of Credit or other financing option (the "Loan") with a third party lender (the "Lender"), and you will apply the proceeds of the Loan to pay all or a portion of the Contract Price under this Contract. You agree to notify us promptly, but in no less than three (3) business days, after you receive notice that your Loan has been approved by the Lender and you agree to keep us informed of the proposed and actual closing date of your Loan. You acknowledge that some Lenders may require an updated credit approval for various reasons and you acknowledge that if new credit approval or loan agreements are required during the process, you will inform Sungevity within three (3) business days of such requirement and Sungevity may suspend any further work on your system including, but not limited to, installation until the Loan is approved by the Lender.
2. **Our Additional Cancellation Rights.** Notwithstanding any other provision of this Contract, we may elect to defer our obligations under this Contract (including our obligations to design and install the System) until your Loan has been finally approved by the Lender in an amount sufficient to cover the Contract Price of the System. If you notify us that: (i) your Loan has been denied, (ii) the Lender will not move forward with your Loan approval or your loan required a new approval or loan agreement, (iii) the amount of your Loan, after application of the Loan proceeds to repay your current home mortgage and pay for customary closing costs, would will not cover the Contract Price (other than the Final Payment), (iv) you fail to notify Sungevity that your Loan has been denied or cancelled at any time, and you decide not to proceed with the purchase of the System or do not respond to us regarding the System Purchase for three (3) business days, we may cancel this Contract and we will refund the amounts paid to Sungevity within ten (10) business days of such cancellation.
3. **Your Additional Cancellation Rights.** In addition to any other cancellation or termination rights you may have under this Contract, you may also cancel this Contract and the amounts paid to Sungevity will be returned by delivering written notice to us within three (3) business days after the date Lender has notified you that: (i) your Loan has been denied for any reason by the Lender, (ii) Lender will not move forward with your Loan approval, or (iii) the amount of your Loan, after application of the Loan proceeds to repay your current home mortgage and pay for customary refinance closing costs, would not cover the Contract Price (other than the Final Payment) and you decide not to proceed with the purchase of the solar system. If you cancel this Contract pursuant to this paragraph, we will refund the amounts paid to Sungevity within ten (10) business days.
4. **FHA EEM Loans.**
 - a. **HERS Rater Disclaimer.** If you are seeking an FHA Energy Efficient Mortgage Loan (an "EEM Loan"), then you may need to engage a HERS Rater to conduct an energy efficiency audit of your Property as part of the Loan approval process. Sungevity does not include HERS Rater services in this Contract, and it is your responsibility to engage and pay for the HERS Rater. Sungevity will provide you with a list of HERS Raters that we work with.
 - b. **Payments from Escrow.** If your Loan is an EEM Loan, the System must be inspected by an FHA inspector before the Loan proceeds are disbursed from escrow at the closing of the Loan. We will accept payment of the remaining Contract Price from escrow in lieu of the Progress Payments referred to in Section 5 of the Contract.



5. **Customer Consents, Covenants and Acknowledgements.**

- a. **Sharing Information.** If you are using a Lender that you have identified to Sungevity, you consent to Sungevity sharing with the Lender your personal information provided to Sungevity, this Contract and any related documents, any information related to the size, materials or information about the System (and the Property), any information on the status of the installation and energizing of the system, any monitoring information required by such Lender and any other information requested by that Lender related to you, your System or information contained in and related to this Contract. If required or requested by Sungevity, you will authorize or direct the Lender to Lender to provide information regarding the Loan to Sungevity.
- b. **Payments.** You also acknowledge and consent to Sungevity receiving payments on your behalf directly from the Lender you have identified to Sungevity; provided that Sungevity is not responsible for any terms in any documents or agreements related to the Loan. If the Lender fails to make payments on your behalf, you agree and understand that you are responsible for the Contract Price upon demand from Sungevity and Sungevity is not responsible for obtaining such payments from the Lender.
- c. **Final Payment.** You acknowledge that you will only finance up to the entire Contract Price less the anticipated rebate amount.
- d. **Additional Customer Covenant.** You agree to take all immediate actions requested by Sungevity and or the Lender if needed in order for the Contract Price to be paid with the Loan, including confirming to the Lender that the System has been installed and completed or any other confirmations required by Lender.
- e. **Lender Selection.** You acknowledge and agree that your selection of a Lender is at your sole and absolute discretion. Sungevity strongly recommends that you review the loan or financing products, terms and conditions offered by various Lenders before making a decision to apply for a particular loan or financing product.
- f. **Sungevity's Role.** You acknowledge that Sungevity is not a mortgage company, lender or broker, has not offered, solicited or negotiated the terms of any loan and is not an agent, parent, subsidiary, or affiliate of any company offering a loan, home mortgage or any other financial product. You further acknowledge that Sungevity has not received any compensation or gain from any mortgage company, lender, or broker in connection with your Loan above and beyond the Contract Price that you already agreed to pay to Sungevity. Sungevity advises that you should seek and obtain independent legal and financial advice about any financial or mortgage product, including home mortgages, before signing any mortgage agreement.
- g. **You hereby inform Sungevity that you have selected Mosaic as your Lender or finance provider and you will inform Sungevity in writing if this selection changes. You also acknowledge that changing a Lender or finance provider may affect your payment due dates so please consult with Sungevity if this will impact your payment due dates.**

Certificate Of Completion

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Subject: Sign Sungevity sungevity_purchase_contract - Reference #: 2239343	
Source Envelope:	
Document Pages: 25	Signatures: 2
Certificate Pages: 3	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	The E-Signing Manager
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	66 Franklin Street
	Oakland, CA 94607
	docusign@sungevity.com
	IP Address: 52.207.71.181

Record Tracking

Status: Original 9/8/2016 3:25:05 PM	Holder: The E-Signing Manager docusign@sungevity.com	Location: DocuSign
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Signer Events

David Lewis
krill1731@gmail.com
Security Level: Email, Account Authentication (None)

Signature

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Timestamp

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Chris Steele
AuthorizingAgent@sungevity.com
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

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Electronic Record and Signature Disclosure

Consumer Disclosure NOT Required