

Date of Issuance: April 10, 2014

## Solar Power Agreement: Part I – Payment Terms and Summary

This Solar Power Agreement ("Agreement") is given to you by Tredegar Solar Fund I, LLC, a Delaware limited liability company (sometimes referred to as "we", "us", or "our"). Under the Agreement you agree to buy and we agree to sell all the electric energy produced by a solar panel system that we will own (the "System"), to be installed at your home (the "Property") as described more fully Part II – Terms and Conditions ("Part II" or "Standard Terms") of the Agreement. This Part I provides answers to some important questions you may have regarding the terms of the Agreement. The answers to the questions below in this Part I are not intended to answer all questions you may have about the Agreement, and only summarize certain terms of the Agreement. Please read the entire Agreement carefully.

<b>Property Owner(s):</b> John Dempsey	<b>How much solar power are you buying and what will it cost?</b> <b>Initial Pre-Payment:</b> \$ 5,000.00 <b>Year One Power Price:</b> \$ 0.173 <b>Annual Power Price Increase:</b> 2.90%
<b>Property Address:</b> 24079 Bearskin	
Murrieta CA 92562	<b>Estimated Year One Production*</b> 10,362 kilowatt hours ("kWhs")
<b>Owner Contact Information:</b> 951-440-0127 jddempsey65@gmail.com	<b>Estimated Year One Average Monthly Payment*:</b> \$149.38 <b>Estimated 20 Year Production*:</b> 197,684 kWhs

\*These are **estimates** only and do not include applicable taxes, if any. Actual amounts may vary.

<b>What services will we provide?</b>	<ul style="list-style-type: none"> <li>We will insure, monitor, operate, maintain and repair the System at no cost to you.</li> <li>We will bill you monthly for all the power the System produces.</li> </ul>
<b>What happens if you want to sell your home?</b>	<p>You have three options if you sell your home as described in Part II, Section 5 of the Agreement:</p> <ul style="list-style-type: none"> <li>Assign this Agreement to the buyer if that buyer passes our credit criteria; or</li> <li>Purchase the System from us; or</li> <li>Prepay all monthly payments through the remaining term of the Agreement, in which case the buyer would not have to pass our credit criteria and would have no additional payment obligations under the Agreement.</li> </ul>
<b>Can you end the Agreement early?</b>	<ul style="list-style-type: none"> <li>The Term of the Agreement is 20 years. You are agreeing to buy all power generated by the System through the Term.</li> <li>The only ways to end the Agreement early are if you sell your home or if you purchase the System as described in Part II, Section 6 of the Agreement.</li> </ul>
<b>What happens at the end of the Term?</b>	<ul style="list-style-type: none"> <li>You may purchase the System as described in Part II, Section 6 of the Agreement; or</li> <li>You may ask us to remove the System at no cost to you, as described in Part II, Section 8(b) of the Agreement.</li> </ul>
<b>What happens to tax credits, incentives, renewable energy credits and other benefits associated with the System?</b>	<ul style="list-style-type: none"> <li>We will own all federal, state and local tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or other non-power attributes of the System; including renewable energy certificates and any similar environmental attributes associated with the electricity output from the System</li> </ul>

The Agreement is only valid if it is signed and returned to us within 30 days of the Date of Issuance noted above. By signing below, you agree that: (a) You have read the entire Agreement including any/all Exhibits, (b) You agree to all the terms of the Agreement and the Exhibits, including without limitation the arbitration provisions in Part II, Section 18(b) of the Agreement, (c) You have received a complete copy of this Agreement and the Exhibits, and two (2) copies of a Notice of Cancellation, and (d) You understand that we have the right to confirm your consumer credit report and you agree that we will make the final determination of your eligibility after you have signed and returned the Agreement.

**NOTICE:** Except as otherwise required by state law, You, the Property Owner, may cancel this transaction at any time prior to midnight (12:00 AM) of the third (3<sup>rd</sup>) business day after the date you sign this Agreement. See the attached notice of cancellation form (Exhibit A) for an explanation of this right.

Property Owner's Name: John Dempsey

Co-Owner's Name (if any):

DocuSigned by:  
Signature: *John Dempsey*  
AC1G6B306F1C4F3...  
Date: 4/10/2014

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

<b>Office Use Only</b>			
Tredegar Solar Fund I, LLC			
By CPFAM Tredegar Services, LLC, its agent DocuSigned by:			
Date: 4/15/2014	Signature: <i>Christopher Gonzales</i>	Name: Christopher Gonzales	Title: Authorized Signer
EF188DC955A345B...			

## Solar Power Agreement: Part II – Terms and Conditions

THESE TERMS AND CONDITIONS (“STANDARD TERMS” OR “PART II”) ARE INCORPORATED BY REFERENCE INTO THE SOLAR POWER AGREEMENT: PART I – PAYMENT TERMS AND SUMMARY (“PART I”) BETWEEN THE TREDEGAR SOLAR FUND I, LLC AND THE PROPERTY OWNER. IN THE EVENT OF A CONFLICT BETWEEN THESE STANDARD TERMS AND PART I, THESE STANDARD TERMS SHALL GOVERN. THESE STANDARD TERMS AND PART I ARE COLLECTIVELY REFERRED TO HEREIN AS THE “AGREEMENT.”

### 1. General.

**(a) Introduction.** This Solar Power Agreement (this “Agreement”) is the agreement between each **Property Owner** who signs Page 1 of this Agreement (individually and together referred to in this Agreement as “you” and “your”) and Tredegar Solar Fund I, LLC (together with its successors and assigns, “Solar Provider” or “we”, “us” or “our”), for the sale to you of the electric power produced (“Power”) by a solar panel system that we will own, which includes the solar panels, mounting systems, inverters and other equipment (collectively, the “System”) to be installed at your request at the **Property Address** shown on Page 1 pursuant to an installation agreement between you and a licensed contractor (“Installer”). Because of your agreement to purchase Power pursuant to this Agreement, Solar Provider has agreed, at your request, to purchase the System from Installer following installation. This Agreement refers to the location of the installed System as the “Property”. Solar Provider agrees to sell to you, and you agree to buy from Solar Provider, all of the Power produced by the System on the terms and conditions described in this Agreement. **By signing this Agreement, you confirm that (A) you are (i) a Property Owner signing on behalf and with the authorization of all Property Owners of the Property or (ii) a trustee if the Property is owned by a trust, or (iii) an attorney in fact or agent authorized under a written power of attorney to sign on behalf of the Property Owners, (B) the Property is an [owner-occupied] single-family residence and (C) you have not had any delinquencies, foreclosures, judgments, liens, collections, voluntary or involuntary repossessions, charge-offs or late payments in the preceding twelve (12) months.**

**(b) In-Service Date.** The In-Service Date is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Power, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the local utility’s electric grid, (iv) all inspections, back-up documentation, and certificates required under applicable law or by the local utility have been provided to Solar Provider and (v) all conditions listed in Section 9 have been satisfied.

**(c) Term of Agreement.** The term of this Agreement runs for twenty (20) “years” (240 full calendar months) plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period as the **Term**. The Term begins on the In-Service Date. If the In-Service Date is any day other than the 1<sup>st</sup> day of a calendar month, the resulting partial month is included with the subsequent 12 full calendar months in the first year of the Term. Each subsequent year of the Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date.

### 2. Purchase and Sale of Power.

**(a) Power Price.** You agree to buy all of the Power the System produces during the Term even if you do not use all of the Power and even if you cannot sell the extra electricity to the local utility. The initial price per kWh (“Power Price”) of that Power is shown on page 1 as the Year One Power Price. The Power Price is subject to a yearly increase as shown on page 1 as the Annual Power Price Increase. The Power Price will increase at the start of each new “year” of this Agreement. (See Section 1(c) above.)

**(b) Initial Pre-Payment.** You agree to pay the Initial Pre-Payment listed on page 1 at the time you sign this and return Agreement to us. If paying the Initial Pre-Payment by check, the check should be made to the order of “Tredegar Solar Fund I, LLC”.

**(c) Monthly Bills.** Solar Provider will, in its discretion, use first class mail or e-mail you a monthly bill no later than 20 days after the end of each billing period. We may send your monthly bills via email unless you contact us directly to request that your monthly bills be sent through the U.S. mail. We will use the email or Property Address shown on Page 1 of this Agreement unless and until we receive written notice from you of a change to your billing address.

The first billing period will begin on the In-Service Date (as defined in Section 1(b)). Your monthly bill will reflect charges for Power produced by the System from the previous monthly billing period plus any applicable taxes and fees.

You agree to review each monthly bill promptly for any errors. If you inform us that an error exists on your monthly bill, we will attempt to correct that error prior to your next monthly bill. If you fail to promptly notify us in writing about an error on your monthly bill, we shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Our sole liability to you shall be our obligation to make any appropriate changes after we receive your notification.

**(d) Monthly Payments.** Payment for each monthly bill (each, a “Monthly Payment”) is due on the due date specified on the monthly bill but will always be at least 10 days after the date the monthly bill is sent. For example, a monthly bill for Power produced in May will be sent on or before June 20 with payment due at least 10 days after the date the monthly bill is sent.

We will calculate your monthly bill by multiplying the kWhs of Power produced by the System times the Power Price in effect at the time the Power was produced, plus any applicable taxes and fees in effect from time to time. Your Monthly Payments will change based upon changes to the actual Power produced by the System from billing period to billing period, and on yearly changes to your Power Price during the Term. If you are in default of your obligations under Section 4(a) below, you may be charged a “Default Payment” amount as set forth in Exhibit B instead of a bill based on actual Power produced for any day in which any such default remains uncured. **If paying the Monthly Payment by check, the check should be made to the order of “Tredegar Solar Fund I, LLC”.**

**(e) Additional Power.** If you need more electric energy than is being produced by the System, you will be solely responsible for purchasing that electric energy (“Additional Power”) from an additional supplier, such as your local utility provider. During the term of this Agreement, you should expect to purchase Additional Power from your local utility from time to time. Solar Provider will not be in default of this Agreement and will not be responsible for any Additional Power purchased by you to augment the Power produced by the System.

**(f) Metering.** We will install, at no cost to you, a professional grade performance meter to measure the Power output at the interconnection point with the local utility company (“Point of Delivery”). We will collect performance meter data remotely or use our personnel to collect the information and will make the data available to you upon request. You agree to allow our personnel access to your Property to collect such information. If the meter breaks or is found to be inaccurate Solar Provider will adjust the bill in the next billing period by applying credit for any overcharges or applying an additional charge for any undercharges and will repair and/or recalibrate the meter at no cost to you. 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 Solar Provider.

### 3. Solar Provider’s Additional Obligations.

- Solar Provider agrees to:
- (a)** provide you with a web-enabled meter to accurately measure the amount of Power the System delivers to you;
  - (b)** maintain the System in good operating condition at our cost and expense;
  - (c)** insure the System against all damage or loss unless that damage or loss is caused by your negligence or willful misconduct (including your intentional damage of the System); and
  - (d)** operate the System in material compliance with all applicable laws and permits and local utility providers’ requirements.

### 4. Your Additional Obligations.

**(a) System and Property Maintenance.** You agree to:

- (i)** provide us continuous access to a working broadband connection;
- (ii)** keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;
- (iii)** not modify, permit or allow structures on your Property in a way that shades, blocks or restricts the System’s access to direct sunlight;
- (iv)** be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;

- (v) maintain in good condition and repair the roof of your home and any structural elements or utility interconnections necessary to support the operation of the System;
- (vi) not remove any markings or identification tags on the System;
- (vii) permit Solar Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (viii) not move, tamper with, or disturb the System, or permit anyone else to do so, unless previously authorized by Solar Provider;
- (ix) use the power the System produces primarily for personal, family or household purposes, but not to heat a swimming pool; and
- (x) not do anything, permit or allow to exist any condition or circumstance which would cause the System not to operate as intended at the Property.

If you are in default of any obligation under this Section 4(a) which interferes with the production of the System or the transmission of System production data, you may be charged a "Default Payment" amount as set forth in **Exhibit B** for each day in which such default occurs.

**(b) Fees; Late Charges; Checks; Automatic Payment.** In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:

- (i) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or electronic fund transfer or other payment that is returned or refused by your bank;
- (ii) **Late Payment Fee:** If you fail to make any payment when due, we will impose a late fee of \$25 (or such lower amount as required by law) on any payment we do not receive in full within five (5) days after the due date;
- (iii) **Payment Processing Fee:** You will pay a fee of \$4.99 for each Monthly Payment received. We will waive this payment processing fee if you make your payments via Automated Clearing House ("ACH") by authorizing us to apply automatic electronic payments from your bank account (see Exhibit C);
- (iv) **Taxes:** You agree to pay any applicable taxes on the Monthly Payments and all other amounts due under this Agreement. This Agreement contains a purchase option (see Section 6) and a prepayment option (see Section 7). If you exercise any applicable purchase or prepayment option under this Agreement, you also agree to pay any applicable taxes on the purchase or prepayment amount. Solar Provider has no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

**(c) Filings.** You agree that the System will be Solar Provider's personal property under the Uniform Commercial Code and at our reasonable request you will notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System constitutes personal property and not fixtures (or real property). You also agree that the System is not a real property fixture. However, you agree that Solar Provider may file UCC-1 financing statements and/or real property fixture filings related to our ownership interest in the System, and any other notices permitted or required by law. Solar Provider may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System. You also authorize Solar Provider to make corrections to any utility paperwork to conform to this Agreement or any revisions or amendments to this Agreement that you and we both agree upon. You further agree to execute and permit Solar Provider or its agents to record in the applicable real estate records a solar easement and an easement memorializing Solar Provider's right to operate and maintain the System and access the Property for the purposes of performing under this Agreement.

**(d) No Alterations.** You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the manufacturer warranty on the System without Solar Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System after receiving such prior written consent, they will become part of the System and shall be Solar Provider's property.

**(e) Access to the System.**

- (i) Solar Provider shall give you reasonable notice of our need to access the Property whenever commercially reasonable. You grant to Solar Provider and our employees, agents and independent contractors (and any inspectors under any state incentive program) the right to reasonably access all of the Property as necessary for

the purposes of (a) operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (b) enforcing Solar Provider's rights as to this Agreement and the System; or (c) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after the expiration of this Agreement in order to provide Solar Provider with reasonable time to remove the System after the end of this Agreement.

- (ii) During the time that Solar Provider has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with Solar Provider's access rights.

**(f) Indemnity.** To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Solar Provider, our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct, or the negligence or willful misconduct of your guests, contractors or agents; provided that nothing herein shall require you to indemnify Solar Provider for our own negligence or willful misconduct. **The provisions of this paragraph shall survive termination or expiration of this Agreement.**

**(g) Monthly Payments.** You agree that the obligation to pay all Monthly Payments and all other amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by you hereunder shall be and continue to be payable in all events, including by your heirs and estate, and, except as set forth below in Sections 9, 13(d), the "NOTICE" on Page 1 of this Agreement, the accompanying Notice of Cancellation, you hereby waive all rights you may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

**(h) Notices.** You agree to:

- (i) Notify Solar Provider immediately upon your discovery of an emergency condition relating to the System, damage to the System or theft of the System;
- (ii) Notify Solar Provider of the sale of your home (see Section 5 below);
- (iii) Notify Solar Provider before changing your electric power supplier.

See Section 19 below for information about sending notices to Solar Provider.

## **5. Options When Selling Your Property.**

**(a)** If you (or your estate or your heirs, as applicable) sell your Property you must choose one of the following three (3) options:

- (i) **Transfer this Agreement and the Monthly Payments.** If the person(s) buying your Property meets Solar Provider's then-applicable credit requirements, then the person(s) buying your Property can sign a transfer agreement assuming all of your rights and obligations under this Agreement, including the obligation to pay Monthly Payments.
- (ii) **Purchase the System Outright.** See Section 6 below.
- (iii) **Prepay and Transfer only the Use of the System.** You (or your estate or your heirs, as applicable) can prepay the remaining Monthly Payments due under this Agreement as described in Section 7 of this Agreement. The person(s) buying your Property will not have to meet any credit requirements and will only need to sign a transfer agreement to assume your rights and obligations (other than the obligation to make Monthly Payments through the Term) under this Agreement. The System stays at your Property; the person(s) buying your Property does not have to make any Monthly Payments through the Term but otherwise will be required to comply with the remainder of this Agreement and Solar Provider's obligations under this Agreement will continue through the remainder of the Term and as described in Section 8.

**(b)** If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in Section 5(a) you have chosen.

**(c)** If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in Section 5(a) above, you will be in default under this Agreement. (See Sections 15 and 16 below.)

## **6. Option to Purchase the System.**

(a) You have the option to purchase the System at the following times during the Term:

- (i) at any time after the sixth (6th) anniversary of the In-Service Date (see Section 1(b) above);
- (ii) At the end of the Term of this Agreement (see Section 1(c) above);
- (iii) If you sell your Property during the Term (see Section 5 above);
- (iv) If Solar Provider (including our successors and assigns) materially fails to perform its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice from you describing the material failure (subject to Section 13 below); or
- (v) with Solar Provider's written consent (which Solar Provider may withhold in Solar Provider's sole discretion) at another time not described above.

(b) To purchase the System pursuant to Section 6(a), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to Solar Provider within thirty (30) days of receiving an invoice from Solar Provider for the purchase price.

(c) The purchase price you will pay for the System ("**Buyout Price**") shall be the greater of: (a) the System's appraised fair market value ("**Fair Market Value**") at such time; or (b) the amount set forth in the "Buyout Price" column on Exhibit B that corresponds with the year in which the purchase is to occur, including all applicable taxes relating to the purchase and sale of the System. Solar Provider will determine Fair Market Value in consultation with an independent appraiser at Solar Provider's expense. The independent appraiser will, on a desktop basis, assume the System will be exchanged between a willing and informed buyer and a willing and informed seller, taking into account current and projected market conditions.

(d) If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and Solar Provider will assign you any product and/or workmanship warranties still in effect for the System. However, Solar Provider will not provide any maintenance or repair services after you purchase the System, unless you enter into a separate agreement with Solar Provider, at your expense, for such services. If you exercise the option to purchase the System, this Agreement will terminate effective as of the date of such purchase.

## **7. Option to Prepay Agreement.**

(a) At any time during the Term, you can prepay this Agreement in full. Such prepayment will not terminate this Agreement, nor limit any of your rights or obligations (other than your obligation to make Monthly Payments during the Term).

(b) In order to prepay this Agreement, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired prepayment date. We will then notify you of the prepayment amount within ten (10) business days of receipt of your request.

(c) If you exercise the option to pay the Prepayment Price, Solar Provider's obligations under this Agreement will continue through the remainder of the Term and as described in Section 8.

## **8. Options at the End of the Term.**

(a) **Purchase the System.** You also have the right to purchase the System at the end of the Term. See Section 6 for a detailed explanation.

(b) If you choose not to purchase the System, then there are three (3) possibilities with respect to returning or keeping the System:

- (i) Solar Provider may at our choosing, remove the System from your Property at no cost to you; or
- (ii) If Solar Provider does not tell you that we want to remove the System, and you want to have the System removed from your Property at no cost to you, you must notify us as described in Section 19 below; or
- (iii) If Solar Provider chooses not to remove the System and you do not ask to have the System removed, Solar Provider will convey the System to you, at no cost to you, on an "AS IS, WHERE IS" basis.

(c) If at the end or termination of this Agreement you are in default (see Section 15), and Solar Provider chooses to remove the System from your Property, then you agree to pay Solar Provider the reasonable expense of removing the System from your Property.

(d) In the event that we remove the System from your Property for any reason as permitted or contemplated hereunder we will return the roof area within three inches of the mounting penetrations to a waterproof condition.

## **9. Conditions Prior to Installation of the System.**

(a) **Termination of this Agreement Before System Installation.** Solar Provider's obligation to sell you the Power the System produces is conditioned on the following items having been completed to our reasonable satisfaction:

- (i) completion of the engineering site audit (a thorough physical inspection of the Property, including if applicable geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) confirmation of availability of rebates, tax credits, renewable energy credits and other incentives in the amount used to calculate the Power Price and Monthly Payment amounts set forth in this Agreement;
- (iii) confirmation that Solar Provider will obtain all applicable benefits referred to in Section 11;
- (iv) receipt of all necessary zoning, land use and building permits; and
- (v) completion of any renovations, improvements or changes reasonably required on the Property, at your sole cost and expense (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

Solar Provider may terminate this Agreement without any liability if, in our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond our reasonable control. Once Installer starts installation, however, we may not terminate this Agreement for your failure to satisfy the conditions above.

(b) **Right to Terminate this Agreement for Significant Delays.**

- (i) Solar Provider may terminate this Agreement if, in our reasonable judgment, the installation of the System will not occur within 120 days of the date of this Agreement being fully executed by all parties for reasons beyond our reasonable control.

(c) **Consumer Agreement Revision for Significant Changes.**

- (i) If Solar Provider determines after the engineering site audit of your Property that we have misestimated by more than ten percent (10%) the System's annual Power production relative to the estimate provided in Part I of this Agreement, Solar Provider will provide you with an updated Part I of this Agreement (a "Consumer Agreement Revision") that will reflect changes to certain terms affected by the revised estimated production and a summary of the terms changed by such Consumer Agreement Revision. You will have the right to either sign the Consumer Agreement Revision and agree to the revised terms, or terminate this Agreement.

## **10. Assignment.**

(a) **Assignment by Solar Provider.** Solar Provider may assign, sell or transfer the System and this Agreement, or any part of this Agreement, without your consent and without notice. Assignment, sale or transfer generally means that Solar Provider would transfer certain of our rights and/or certain of our obligations under this Agreement to another party. Any assignment of Solar Provider's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

(b) **Assignment by You.** Except as set forth in this Agreement, you will not assign, sell, pledge or in any other way transfer your interest in the Power produced by the System, or in this Agreement, without our prior written consent, which shall not be unreasonably withheld.

**11. OUR OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES. YOU UNDERSTAND AND AGREE THAT THIS IS NOT A CONTRACT TO SELL OR LEASE THE SYSTEM TO YOU. SOLAR PROVIDER WILL OWN THE SYSTEM FOR ALL PURPOSES, INCLUDING ANY DATA GENERATED FROM THE SYSTEM. YOU SHALL AT ALL TIMES KEEP THE SYSTEM FREE AND CLEAR OF ALL LIENS, CLAIMS, CHARGES, LEVIES AND LEGAL PROCESSES NOT CREATED BY SOLAR PROVIDER, AND SHALL AT YOUR EXPENSE PROTECT AND DEFEND SOLAR PROVIDER AGAINST THE SAME.**

YOU UNDERSTAND AND AGREE THAT ANY AND ALL FEDERAL, STATE AND LOCAL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF SOLAR PROVIDER, USABLE AT OUR SOLE DISCRETION. SOLAR PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY, USE AND TRANSFER ALL SUCH BENEFITS, WHETHER

SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE NOT TO CLAIM OR TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION THAT MAY JEOPARDIZE SOLAR PROVIDER'S ABILITY TO RECEIVE SUCH BENEFITS, INCLUDING, WITHOUT LIMITATION, CLAIMING ANY TAX CREDITS WITH RESPECT TO THE SYSTEM ON ANY TAX RETURN AND/OR ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH SOLAR PROVIDER SO THAT WE MAY CLAIM AND TRANSFER ANY FEDERAL, STATE OR LOCAL TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING OR ASSIGNING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS OR THEIR CASH EQUIVALENT TO SOLAR PROVIDER.

#### **12. Loss or Damage; Insurance.**

**(a) Loss or Damage.** Unless you or your guests, contractors or agents are negligent or intentionally damage the System, Solar Provider will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.

**(b) Insurance.** Solar Provider will insure the System against all damage or loss unless that damage or loss is caused by your negligence or willful misconduct (including your intentional damage of the System). You agree to carry homeowner's insurance that covers damage to your Property, but you do not need to add the System to your Property insurance policy.

#### **13. Force Majeure; Casualty.**

**(a)** Neither you nor Solar Provider will be in default under this Agreement because of any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the Power produced by the System) 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 System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either you or Solar Provider, 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 due 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 Solar Provider must have taken all reasonable technical and commercial precautions to prevent the Force Majeure event.

**(c)** In order to claim Force Majeure as a reason for non-performance, you or Solar Provider 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 Agreement. The party claiming Force Majeure must (1) make reasonable attempts to continue to perform under this Agreement, (2) quickly take action to correct the problem caused by the Force Majeure, (3) make reasonable efforts to limit damage to the other party, and (4) notify the other party when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

**(d)** If you or Solar Provider is prevented from performing under this Agreement because of Force Majeure for a period of either (i) three hundred sixty-five (365) consecutive days or more, or (ii) five hundred seventy (570) non-consecutive days or more (whether full or partial days), the other party may terminate this Agreement, without liability of either party to the other, upon thirty (30) days written notice at any time during the Force Majeure.

**(e)** If at any time during the Term all or substantially all of the Property shall be damaged and/or destroyed by fire or other casualty, Solar Provider may terminate this Agreement by written notice to you, which termination shall be effective upon receipt of such notice.

#### **14. Limitation of Liability.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

IN CONNECTION WITH THIS AGREEMENT. EVEN IF A COURT OR ARBITRATOR DECIDES THAT OUR BREACH OF THIS AGREEMENT OR NEGLIGENCE, FAILURE OF THE SYSTEM, OR A FAILURE OF THE INSTALLATION OR ANY REPAIR PROVIDED BY US CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN OR ON YOUR PROPERTY, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID US FOR THE POWER PRODUCED BY THE SYSTEM.

#### **15. DEFAULT. YOU WILL BE IN DEFAULT UNDER THIS AGREEMENT IF ANY ONE OF THE FOLLOWING OCCURS:**

**(a)** We have not received two or more consecutive Monthly Payments in full by their payment due dates;

**(b)** you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, including, but not limited to, making any alterations to the System) and such failure continues and is not corrected for a period of fifteen (15) days after written notice;

**(c)** you have provided any false or misleading financial or other information to obtain this Agreement;

**(d)** you (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the System without Solar Provider's prior written consent;

**(e)** you or any guarantor makes an assignment for the benefit of creditors, admits in writing your (or any guarantor's) insolvency, a bankruptcy petition is filed by or against you or any guarantor, or you or any guarantor is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity; or

**(f)** In the event of any foreclosure on your Property not stayed at least thirty (30) days prior to any sale.

#### **16. OUR REMEDIES IN CASE OF DEFAULT. IF YOU ARE IN DEFAULT UNDER THIS AGREEMENT, WE MAY TAKE ANY ONE OR MORE OF THE FOLLOWING ACTIONS AT OUR OPTION AND IN OUR DISCRETION. IF THE LAW REQUIRES US TO DO SO, WE WILL GIVE YOU NOTICE AND WAIT THE STIPULATED PERIOD OF TIME REQUIRED BEFORE TAKING THESE ACTIONS. WE MAY:**

**(a)** terminate this Agreement;

**(b)** take any reasonable action to correct or cover your default and/or to prevent or reduce our loss (including without limitation costs of repairing damage to the System for which you are responsible); any amount we pay will be added to the amount you owe us and will be immediately due;

**(c)** require you, at your expense, to return the System or make it available to us in a reasonable manner;

**(d)** proceed, by appropriate court or other action, to enforce performance of this Agreement and/or to recover damages for your default (including without limitation our court costs, attorneys' fees, and other expenses relating to your default, to the fullest extent allowed by law);

**(e)** turn off or take back the System by legal process or self-help, but we may not breach the peace or violate the law;

**(f)** recover from you (i) a payment equal to the greater of the (A) Prepayment Price and (B) Buyout Price plus (ii) all taxes, late charges, penalties, interest and all other sums then accrued or due and owing to Solar Provider. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and

**(g)** use any other remedy available to us in this Agreement or by law.

By choosing any one or more of the remedies described above, Solar Provider does not give up our right to use another remedy. By deciding not to use any remedy when you are in default, Solar Provider does not give up our right to use that remedy (or any other remedy) in case of a subsequent default.

#### **17. Warranty.**

**EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, YOU UNDERSTAND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.**

#### **18. Applicable Law; Arbitration.**

**(a)** The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate (see subsection (b) below).



**(b) Arbitration.** If either party requests, the other party agrees to arbitrate all disputes, claims and counterclaims arising out of or relating to this Agreement, the relationships described hereunder, the System, or any alleged or claimed oral or other agreement related to the System. This agreement to arbitrate extends to all claims of any nature, including, but not limited to, claims for breach of contract, tort claims, claims at law or in equity, or claims arising under statute. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within 30 days after the Notice is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Solar Provider will promptly reimburse you any arbitration filing fee and, except as provided in the next sentence, Solar Provider will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by you or the relief sought by you is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then Solar Provider will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of what you requested in the arbitration, Solar Provider will reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void (except for the jury trial waiver provision in the first sentence of this paragraph, which shall continue in full force and effect).

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. 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 Agreement or to make any award that would extend to any transaction other than your own. **THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**19. Notices.** Unless otherwise specifically required or permitted in this Agreement, all notices under this Agreement shall be in writing and shall be by electronic mail or certified or registered mail, return receipt requested and postage prepaid, and deemed received upon acknowledgment of receipt of electronic mail or five (5) calendar days after deposit in the mail. Notices from you must include your name, the Property Address shown on Page 1 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. Notices you send via electronic mail shall be sent to [support@solarservicehelp.com](mailto:support@solarservicehelp.com). Unless otherwise specifically required or permitted in this Agreement, notices you send via certified or registered mail should be sent to: Tredegar Solar Fund I, LLC, c/o Clean Power Finance, 201 Mission St, Fl 11, San Francisco CA 94105. We will send notices to you using the email or Property Address shown on [page 1](#) of this Agreement unless and until we receive written notice from you of a change to your email or mailing address.

**20. Waiver.** Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

**21. Credit Reporting.** You authorize Solar Provider and its agent(s) and assignees to periodically check your consumer credit. If you default under this Agreement, you authorize Solar Provider and any party to whom Solar Provider may assign this Agreement, and their respective agents, to make credit inquiries about you. **Solar Provider may report information about**

**your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**22. Entire Agreement; Survival; Changes; Joint and Several Liability.** This Agreement contains the parties' entire agreement regarding the sale and purchase of Power generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and (except to the extent specifically provided to the contrary in this Agreement) signed by both parties.

Captions and headings used in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, the use of the plural in this Agreement includes the singular, and vice versa. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement, any provisions herein or any amendments hereto.

Except as specifically provided to the contrary in Section 18(b), if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. In addition, in the event this Agreement becomes subject to utility-type or other regulation by any public utility commission or other regulatory agency, you agree to reasonably cooperate with System Owner in restructuring this agreement such that it would no longer be subject to such utility-type or other regulation by any public utility commission or other regulatory agency or otherwise to address such regulation.

After the termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or expiration shall survive, including, without limitation, Sections 4(b)(iv), 4(f), 11, 14, 16, 17 and 18.

You agree that if more than one person signs this Agreement as a Property Owner or Co-Owner, each of you is fully responsible, individually and together, for performing all of your obligations under this Agreement, and we may enforce this Agreement against any one (or all) of you, at our option. Your obligations under this Agreement are binding on you, your legal representatives, and your estate, to the fullest extent allowed by law, unless and until we either expressly release you from your obligations in writing, or we transfer ownership of the System to you.

**Exhibit A to Solar Power Agreement**

**NOTICE OF CANCELLATION**

\_\_\_\_\_ 4/10/2014 \_\_\_\_\_ (Date)  
(enter date of transaction)

**You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) CALENDAR DAYS following receipt by Tredegar Solar Fund I, LLC ("Seller") of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**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 (twenty) 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tredegar Solar Fund I, LLC, c/o Clean Power Finance, 201 Mission Street, Floor 11, San Francisco CA 94105, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS AFTER**

4/10/2014

\_\_\_\_\_  
(Date)

I, \_\_\_\_\_ **HEREBY CANCEL THIS TRANSACTION.**  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Property Owner's signature)

\_\_\_\_\_  
(Co-Property Owner's signature, if applicable)

**Exhibit A to Solar Power Agreement**

**NOTICE OF CANCELLATION**

4/10/2014 (Date)  
(enter date of transaction)

**You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) CALENDAR DAYS following receipt by Tredegar Solar Fund I, LLC ("Seller") of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

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**If you do make the goods available to the seller and the seller does not pick them up within 20 (twenty) 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tredegar Solar Fund I, LLC, c/o Clean Power Finance, 201 Mission Street, Floor 11, San Francisco CA 94105, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS AFTER**

4/10/2014

\_\_\_\_\_  
**(Date)**

I, \_\_\_\_\_ **HEREBY CANCEL THIS TRANSACTION.**  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Property Owner's signature)

\_\_\_\_\_  
(Co-Property Owner's signature, if applicable)



**EXHIBIT B to Solar Power Agreement**

**SCHEDULE OF BUYOUT PRICE AND DAILY DEFAULT PAYMENT RATE**

Year*	Buyout Price**	Daily Default Payment
1	\$38,146.22	\$5.50
2	\$36,138.53	\$5.66
3	\$34,130.83	\$5.82
4	\$32,123.14	\$5.99
5	\$30,115.44	\$6.17
6	\$28,107.74	\$6.35
7	\$26,100.05	\$6.53
8	\$24,092.35	\$6.72
9	\$22,084.66	\$6.91
10	\$20,076.96	\$7.11
11	\$18,069.26	\$7.32
12	\$16,061.57	\$7.53
13	\$14,053.87	\$7.75
14	\$12,046.18	\$7.98
15	\$10,038.48	\$8.21
16	\$8,030.78	\$8.45
17	\$6,023.09	\$8.69
18	\$4,015.39	\$8.94
19	\$2,007.70	\$9.20
20	\$0.00	\$9.47

\*Year is defined in Section 1(c) of the Agreement

\*\* Buyout Price will be the greater of Fair Market Value (as determined pursuant to Section 6(c) of this Agreement) or the value listed. During Years 1 through 6, you may only purchase the System in the event you sell your home (see Sections 5 and 6(a)(i) and (iii)). The Buyout Price during Years 1 through 6 includes the loss and/or recapture of certain tax incentives by the System Owner.