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Sunrun BrightSave™ Agreement

Ali Manafi

6 Eucalyptus, Irvine, CA, 92612

Take Control of Your Electric Bill

$0
Deposit due Today

20 Years
Agreement Term Length (2.9% annual increase in monthly bill)

$92
Monthly Bill for Year One (plus taxes, if applicable; includes $7.50 discount for Auto-Pay enrollment)

$0.165
Year 1 Cost per kWh (excluding upfront payment, if any)

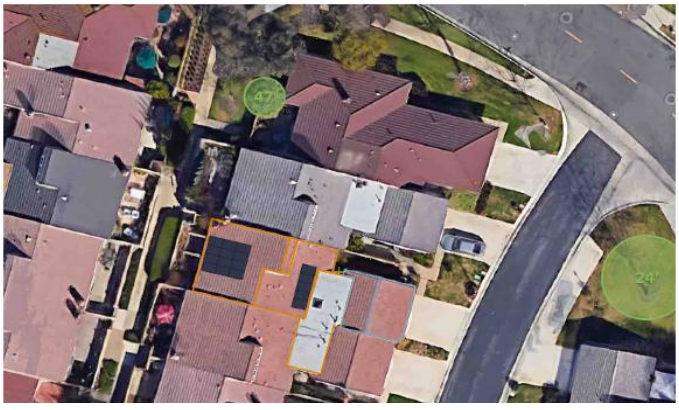
WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE

We provide a 95% performance guarantee; you will not be charged for the extra electricity.

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

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

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



A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 4.84 kW DC Solar System

With 17 Solar Panels and 1 Inverter(s)

Which will produce an est. 6,724 kWh in its first year

And offset approx.107% of your current, estimated electricity usage

YOUR SALES REPRESENTATIVE:
Tarek Majali
tarek.majali@sunrun.com

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Sunrun Installation Services Inc.

Sunrun BrightSave™ Power Purchase Agreement

This Power Purchase Agreement (the "Agreement") is entered into by and between Ali Manafi ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the sale and purchase of all electric energy generated by a solar photovoltaic system (the "Solar System") to be installed on or at your home located at 6 Eucalyptus Irvine, CA 92612 (the "Home"). Sunrun is pleased to provide you with solar electric power for a twenty (20) year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of 3/19/2018 (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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A. Documents to be Incorporated Into the Agreement

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B. Payment Terms, Rebates, and Credits

1. Payment Terms

Deposit (due at signing)	$0 (the "Deposit")
Initial Payment (due at Installation Start Date)	$0 (the "Initial Payment")

Monthly Payments in Year One	$92.46 per month (plus taxes, if applicable); reflects $7.50 discount for electing Auto-Pay) (the "Monthly Payments")
Annual Percentage Increase (the "Annual Increase")	2.9%
Cost per kWh, Year One	$0.165 , excluding Upfront Payment (if any)

2. Upfront Payment

The sum of the Deposit and Initial Payment is called the "Upfront Payment." The Initial Payment and Monthly Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Section E and F below).

a. You agree to pay Sunrun the Deposit, Initial Payment and Monthly Payments in the amounts and on the dates set forth above and in Exhibit A.

b. The Deposit and Initial Payment are payable to Sunrun Inc. by credit card, money order or a check drawn on a United States bank account.

3. Monthly Invoicing and Billing Cycle

a. Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the "In-Service Date"). Subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day").

Each month, Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

For example, if the Solar System is placed into service on May 12th, you will receive your first bill between June 12th and June 22nd. Your payment will be due by July 11th.

Sunrun reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Sunrun before the Monthly Payment due date.

b. Payment Options. Monthly Payments are payable to Sunrun Inc. (i) by automatic withdrawal from your checking or savings account or (ii) by check drawn on a United States bank account or (iii) by money order.

c. A Returned Check Fee of Twenty-Five Dollars ($25.00) (or such lower amount as required by law) will be assessed to you for any check or withdrawal right that is returned or refused by your bank.

4. Auto-Pay Discount

a. Monthly Payments shown in Section B(1) and Exhibit A assume payment by Automated Clearing House (ACH) withdrawal from your checking or savings account ("Auto-Pay") and include a $7.50 Auto-Pay discount.

b. If you do not elect Auto-Pay, you will not receive an Auto-Pay Discount and, as a result, your Monthly Payments will be *$7.50 higher per month* than those reflected in Section B(1) and Exhibit A.

5. Payment of Taxes

a. The payments specified in Section B(1) above do not include taxes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interests and penalties) are assessed on these payments, the sale of electric energy, the Home, or the transaction itself, and are paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

b. In addition, you agree to reimburse Sunrun for any taxes, including any associated interests and penalties, assessed on the Solar System that Sunrun may incur.

c. To the extent that Sunrun seeks reimbursement from you, you agree that Sunrun may seek a full reimbursement from you for the total amount incurred by Sunrun, impose a surcharge on your monthly invoice to recover the total amount incurred by Sunrun over a period to be determined by Sunrun, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Sunrun.

6. Changes to Payment Amounts

a. If a change pursuant to Section F increases the Upfront Payment after you have already paid it to Sunrun, you agree to immediately pay Sunrun the increase in the Upfront Payment. Sunrun may suspend installation until this payment is received.

b. You may request a pricing plan change; however, such request must be submitted to Sunrun's Customer Care Department 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786, before the earlier of (i) the date falling twenty-one (21) days after the date you signed the Agreement and (ii) the commencement of installation of the Solar System.

7. Prepayment of Monthly Payments

a. At any time, you may prepay all of the expected Monthly Payments you will owe Sunrun during the remaining portion of the Initial Term ("Prepayment"). Sunrun's obligations under the Agreement will not change if you make such a prepayment.

b. The Prepayment shall equal the remaining Monthly Payments for the current and remaining years discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) and (y) 5.0% (the "Prepayment").

For example, if you decide to pre-pay the rest of your monthly payments in year 10, and the applicable discount rate at the date of prepayment is 4.25%, you would pay Sunrun $14,198.

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

9. Net Metering Service.

a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun in its sole discretion.

b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Sunrun may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.

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

10. Supplemental Energy; Rebates & Credits

a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility, and for paying any fees associated with such Supplemental Energy that the other supplier may charge.

b. You agree that Sunrun alone will receive any credit, rebate, environmental attribute, or other payment or offset (the “Incentive”) that may be attributable to the Solar System. All Incentives will be the sole property of and transferable by Sunrun.

c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Sunrun with respect to incentives attributable to the Solar System, you agree that Sunrun will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Sunrun.

d. If you purchase the Solar System from Sunrun, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Sunrun.

C. Our Warranties

1. Warranties

a. Workmanship Warranty. We warrant our Work for a period of twenty (20) years after installation (the “Warranty Period”), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our Workmanship Warranty includes but is not limited to the following:

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

(i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home’s roof will be weather-tight for a period of 10 years after installation.

(ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.

(iii) Sunrun will maintain and repair the Solar System for the Initial Term and any Renewal Terms.

b. Equipment Warranty. Sunrun warrants all equipment for the duration of the Initial Term. If parts fail during the term of this Agreement, Sunrun will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Sunrun agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section D.

c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun wish to end the Agreement, Sunrun will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 20-year term (including, but not limited to, uneven wear and tear and uneven discoloration).

2. Warranty Exceptions and Exclusions

a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 10 year warranty period.

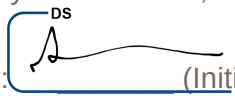
b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the Solar System, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.).

c. The Workmanship Warranty does not apply to the following:

(i) Work performed or materials used by anyone other than us or our Installation Partners;
(ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its Installation Partners without Sunrun's prior written approval;
(iii) Any damages resulting from your breach of the Agreement;
(iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
(v) Damage resulting from ordinary wear and tear;
(vi) Damage resulting from mold, fungus and other organic pathogens;
(vii) Shrinking/cracking of grout and caulking;
(viii) Fading of paints and finishes exposed to sunlight; and
(ix) Damage caused by ball strikes

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

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

Agreed and accepted by:  (Initials)

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

D. Performance Guarantee

1. Production Estimate

a. Sunrun estimates that the Solar System will be capable of generating 6,724 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions.

b. Due to expected panel degradation, Sunrun estimates that the Solar System will be capable of generating 128,280 kilowatt-hours ("kWh") during the Initial Term (the "Estimated Output").

2. Guaranteed Output. Subject to the conditions set forth in this Section D, Sunrun guarantees that the Solar System will generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output.

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

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.

- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

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

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

Agreed and accepted by:  (Initials)

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

4. Actual Output and Refunds. On the 24 month anniversary of the In-Service Date and on every 24 month anniversary thereafter, Sunrun will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that 24 month anniversary set forth on Exhibit A, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that 24 month anniversary from the Guaranteed Output for that 24 month anniversary, and multiplying the result by the refund per kWh amount as set forth for that 24 month anniversary on Exhibit A.

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

E. Design and Installation

1. Our Work; Description of Materials.

a. Our work on the Solar System includes:

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

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

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

a. Installation and Maintenance of Metering and Monitoring Equipment.

(i) Production Monitor. During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the "Production Monitor"). Through the Production Monitor, we will collect Solar System production and performance data ("Performance Data").

(ii) Energy Consumption Monitor. During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). Through the Consumption Monitor, we may collect and store information about energy usage at the Home ("Usage Data").

(iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Sunrun with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.

(iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.

(v) Monitor Damage or Inaccuracy. Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

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

c. Communications Equipment. During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase.

Do you consent?

Yes

x **No**

3. Design.

a. Sunrun or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of the Solar System is dependent on the physical specifications of the Home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home's Solar System design will be finalized following a Site Survey of the Home by Sunrun.

b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to

have approved the Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.

c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

4. Installation

a. Installation will be performed by Sunrun's licensed, bonded affiliate, Sunrun Installation Services Inc., or by another licensed, bonded contractor (an “Installation Partner”) that meets Sunrun's quality standards. Sunrun requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.

b. Sunrun or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).

c. If Sunrun or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.

d. Sunrun, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.

e. Sunrun reserves the right, at Sunrun’s sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

5. Access to the Home

a. You agree to grant Sunrun and its Installation Partners access to the Home for the purpose of designing, installing, operating, testing the Solar System and performing Sunrun’s obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.

b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.

c. You must provide us with power and water for use during installation.

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

6. Miscellaneous.

a. Sunrun has the authority and sole discretion to use Installation Partners or agents to perform or assist Sunrun in performing Sunrun's obligations.

b. If Work excluded from this Agreement in Section E(7) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.

c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain

Sunrun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million ($1,000,000) dollars per occurrence and name “Sunrun Installation Services Inc. and its successor or assigns”, as additional insureds.

d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun’s prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun’s sole property.

e. You agree that Sunrun may, from time to time, remotely administer and operate the Solar System<wr:if select='/proposalFlapjackContext/currentProposal/PVEnergyStorage = '1'' nickname='All Storage'>, including its batteries,</wr:if nickname='[:if]'> in connection with demand response or other programs to optimize your electricity costs or to maintain the reliability of the electrical grid.

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

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

F. Change Orders

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

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

G. Additional Information

1. Agreement Term

a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for twenty (20) years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Sunrun will notify you of the In-Service Date.

b. Renewal Term. At the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term"). Sunrun will provide you with your new rate for electric energy at the beginning of the Renewal Term and each successive Renewal Term, if any. The new price per kWh shall be equal to ten percent (10%) less than the “average cost of electric energy” as established by your Utility or its successor. “Average cost of electric energy” shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term. The Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term. Sunrun will perform Sunrun's obligations under this agreement for as long as the Solar System remains economically viable.

(i) Sunrun will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).

(ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination (x) at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, or (y) within fifteen (15) days after Sunrun provides you with the written estimated rate for electric energy in the upcoming Renewal Term, whichever is later.

c. Upgrade of System**.** At the end of the Initial Term, you may upgrade the Solar System under a new agreement with Sunrun. Your existing Agreement will be cancelled and Sunrun will design a new solar system using upgraded equipment for the Home.

2. Termination

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

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

3. Customer Obligations. You acknowledge and agree to the following:

c. Your local utility is Southern California Edison (the “Utility”). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Sunrun prior to changing your Utility.

d. That you will purchase all electric energy generated by the Solar System at the payment prices set forth on Exhibit A.

e. The Solar System is removable equipment owned by Sunrun or its affiliates and is not considered a fixture or otherwise part of the Home.

(i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Sunrun nor our Installation Partners will apply a lien to your title to the Home.

(ii) However, you agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.

(iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic’s lien.

f. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.

g. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason may require Sunrun to refund, at your cost, Incentives provided in respect of the Solar System.

h. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Sunrun if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.

i. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to the Solar System which you think may be affecting production or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).

j. You agree that Sunrun may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(3)(h).

Agreed and accepted by: DS _____ (Initials)

You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

Yes

x **No**

4. Purchase of Solar System

a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:

(i) Upon the fifth (5th) anniversary of the In-Service Date
(ii) At the end of the Initial Term;
(iii) If you sell the Home during the Initial Term; and
(iv) Under the circumstances described in Section G(10)(b).

b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, you must deliver a written notice to Sunrun of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Sunrun within thirty (30) days of receiving an invoice from Sunrun for the purchase price.

c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.

d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Sunrun will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Sunrun will not provide you with any maintenance or repair services unless you enter into a separate agreement with Sunrun for Sunrun or its Installation Partner to perform these services at your expense. If possible, Sunrun will assign to you any equipment warranties still in effect for the Solar System. Sunrun reserves the right to continue to measure the electricity production of the Solar System after termination of the Agreement.

5. Sale of Home, Assignment and Foreclosure

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

(i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or

(ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Sunrun a $250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or

(iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(10) if:

1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or

2. The new owner refuses to assume the Agreement.

b. Assignment of Agreement.

(i) Sunrun may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Sunrun's assets to another entity.

(ii) If Sunrun assigns the Agreement, Sunrun will continue to operate and maintain the Solar System until you receive written notice otherwise. Sunrun requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).

(iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Sunrun at the address set forth in Section G(12). Agreement

c. Foreclosures.

(i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System.

(ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.

1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) agree:

   (i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.

   (ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:

      1. Terminate the Agreement and require Sunrun to remove the Solar System;
      2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
      3. Terminate the Agreement and enter in to a new agreement with Sunrun under terms no less favorable than the original Agreement.

2. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.

3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at www.fanniemae.com, for more information.

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

Agreed and accepted by: DS (Initials)

6. Insurance

a. Sunrun is responsible for insuring the Solar System:

(i) Sunrun carries insurance covering damage to and theft of the Solar System;

(ii) Sunrun carries commercial general liability insurance ("CGL") and workers' compensation insurance underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. ("Gallagher").

(iii) Sunrun carries worker's compensation insurance for all employees.

b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.

c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.

d. Sunrun requires its Installation Partners to maintain the following insurance coverages:

(i) Workers compensation, subject to statutory limits;

(ii) Employers liability, with a minimum of one million ($1,000,000) dollars each occurrence;

(iii) Commercial general liability, in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars annual aggregate;

(iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million ($1,000,000) dollars per accident;

(v) Excess liability insurance with a limit of one million ($1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and

(vi) Any other insurance required by applicable laws or regulation.

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

Agreed and accepted by: DS _____ (Initials)

7. Limitations of Liability

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

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

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

8. Limitations on Damages

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

9. Force Majeure

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

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

a. make reasonable attempts to continue to perform under the Agreement;

b. quickly take action to correct the problem caused by the Force Majeure;
c. make reasonable efforts to limit damage to you; and
d. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

10. Default and Remedies

a. DEFAULT BY CUSTOMER; SUNRUN'S REMEDIES:

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

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

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

1. Sunrun may terminate the Agreement;
2. Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
3. Sunrun may require you to pay Sunrun a termination payment equal to the Prepayment of all future Monthly Payments during the Initial Term ("Make Whole");
4. If, as a result of your default, Sunrun removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local Incentives that Sunrun must return as a result of such removal;
5. Sunrun may exercise any other remedies available to Sunrun at law or in equity.

b. SUNRUN'S DEFAULT; YOUR REMEDIES. In addition to any other remedies you have under this Agreement, if Sunrun (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar System as set forth in Section G(4)

11. Dispute Resolution; Arbitration; Class Action Waiver

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

a. INFORMAL DISPUTE RESOLUTION. The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Sunrun will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.

b. ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.

c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, you or Sunrun must take the following actions:

   (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.

   (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.

   (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.

d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit www.jamsadr.com, or call 1.800.352.5267.

e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR

AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

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

Agreed and accepted by: DS _____ (Initials)

12. Written Notice & General Correspondence

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

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

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

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

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

15. You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.

16. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

18. Entire Agreement. You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.

2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:

a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(12) that details the nature of the failure to perform and the date on which you first noticed the incident;

b. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;

c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

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

d. If, for a period of one hundred eighty (180) days after the Effective Date Sunrun fails to commence installation of the Solar System and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Sunrun and in a state ready to permit installation.

3. We May Cancel This Agreement If:

a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.

b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;

c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;

d. you fail to respond to Sunrun's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;

e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;

f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own;

g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

i. prior to the commencement of installation, the Solar System fails to qualify for any expected Incentives (including Incentives based on your household income or similar criteria), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;

- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms (including, without limitation, the Auto-Pay discount);
- Have understood that Sunrun has the right to check your credit;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 20-year Agreement;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Sunrun Installation Services Inc. and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: DS (Initials)

[Signature Page Follows]

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

SUNRUN INSTALLATION SERVICES INC.

Signature: DocuSigned by: Hilari Rose 1C403ED306084B3...

Print Name: Hilari Rose

Date: 3/19/2018

Title: Project Operations

Federal Employer Identification Number: 26-2841711

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

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

Customer

Primary Account Holder	Secondary Account Holder (Optional)
DocuSigned by: F6BA1642A8C24E9... Signature	Signature
Ali Manafi	
3/16/2018 Date	Print Name

Email Address*: alimanafi2811@hotmail.com
Mailing Address: 6 Eucalyptus Irvine, CA 92612
Phone: (949) 468-8380

**Email addresses will be used by Sunrun for official correspondence, such as sending monthly bills or other invoices.*

Sales Consultant

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

DocuSigned by: 10A9E1AEE825436...
Signature

Tarek Majali
Print Name

1013375208
Sunrun ID number

99504
State Sales Registration Number

DocuSign Envelope ID: EB17C1B3-C6FF-418E-B4C6-F28A90964F88

Exhibit A
Monthly Payment Schedule and Prepayment Pricing

When you sign the Agreement, you will pay Sunrun a Deposit of $0. At the start of installation of the Solar System, you will pay Sunrun an Initial Payment of $0 (includes sales tax).

Each Monthly Payment shown below is for the previous year. Each of your first 12 Monthly Payments will be in the amount of $92.46. The Monthly Payments shall increase by 2.9% annually during the Initial Term of the Agreement (the "Annual Increase"), effective as of the Monthly Payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase would not apply to any part of a Monthly Payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date).

The Monthly Payments shown below are before any applicable taxes and include a $7.50 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be $7.50 greater. For simplicity, the table below is based on the assumption that the In-Service Date will occur on the first day of the month.

As specified below, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Monthly Payment (including the Annual Increase)*	Estimated Prepayment Purchase Price^
1	$92.46	$18,859
2	$95.14	$18,551
3	$97.90	$18,198
4	$100.73	$17,796
5	$103.65	$17,344
6	$106.66	$16,837
7	$109.75	$16,273
8	$112.94	$15,647
9	$116.21	$14,957
10	$119.58	$14,198
11	$123.05	$13,367
12	$126.62	$12,458
13	$130.29	$11,468
14	$134.07	$10,392
15	$137.96	$9,225
16	$141.96	$7,961
17	$146.08	$6,596
18	$150.31	$5,124
19	$154.67	$3,538
20	$159.16	$1,832

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
2	12,744 kWh	$0.168
4	25,360 kWh	$0.179
6	37,851 kWh	$0.192
8	50,217 kWh	$0.205
10	62,460 kWh	$0.220
12	74,580 kWh	$0.235
14	86,580 kWh	$0.251
16	98,460 kWh	$0.269
18	110,222 kWh	$0.287
20	121,866 kWh	$0.307

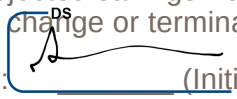
*These Monthly Payments assume an Annual Increase of 2.9%
^At any time, you may prepay the balance of your estimated obligations under this Agreement. Please see Section B for additional information.

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Sunrun shall, on each anniversary of the In-Service Date, establish a new price per kWh that is equal to ten percent (10%) less

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than the “average cost of electric energy” as established by your Utility or its successor. “Average cost of electric energy” shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term.

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

Agreed and accepted by:  (Initials)

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EXHIBIT B

LEGAL NOTICES LEGAL NOTICE FOR CALIFORNIA HOME IMPROVEMENT CONTRACTS

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

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

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

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

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

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

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

Customer Initial:

Sunrun Signature: DS DocuSigned by: Hilari Rose 1C403ED306084B3...

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INFORMATION ABOUT CONTRACTORS' STATE LICENSE BOARD (CSLB)

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

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

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

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

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

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

Customer Initial: DS DocuSigned by: Hilari Rose 1C403ED306084B3...
Sunrun Signature:

DocuSign Envelope ID: EB17C1B3-C6FF-418E-B4C6-F28A90964F88

EXHIBIT C
NOTICE OF CANCELLATION

DATE OF AGREEMENT: _____

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

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

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

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

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

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 1515 ARAPAHOE STREET, TOWER 2, SUITE 600 DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

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EXHIBIT C DUPLICATE COPY

NOTICE OF CANCELLATION

DATE OF AGREEMENT: _____

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

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

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

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

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I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

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EXHIBIT D
Payment Forms

As a Sunrun customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in Section B and Exhibit A, and you will be required to pay your monthly Sunrun bill by check drawn on a US bank account or by money order.

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

ACH Deposit Form

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

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

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Primary Account Holder	Secondary Account Holder (Optional)
DocuSigned by: F6BA1642A3C24E9...	
Signature	Signature
Ali Manafi	
Printed Name	
3/16/2018	
Date	Print Name

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Check/Money Order Deposit Form

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

Please send payments to:

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

Customer Name: _____
Customer/Proposal ID #: _____
_____
Customer Address: _____
_____
Amount Enclosed: $_____
Description of Payment:
O Deposit
O Initial Payment
O Monthly Lease Payment
O January
O February
O March
O April
O May
O June
O July
O August
O September
O October
O November
O December

Date: _____

Notes: _____

For Accounting Purposes Only
Account Coding: _____
Fund: _____

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EXHIBIT E

Data Usage and Disclosure

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

a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

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

Agreed and accepted by: DS _____ (Initials)

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REQUIRED FOR NEW HOMEOWNERS WITHOUT REQUISITE BILL HISTORY

SYSTEM SIZING DISCLOSURE

Sunrun requires that customers have 12 months of electricity bill history in their current home to ensure accurate system sizing. Because you are a new homeowner and do not have 12 months of electricity bill history in your current home, Sunrun has sized your system using average data from its existing customer base along with information you provided regarding anticipated electricity usage.

By initialing below you acknowledge that:

- Sunrun has sized this Solar System without obtaining information regarding your specific electricity consumption, typically based on 12 months of electricity bill history.
- The Solar System may not be sized to offset an optimal portion of your future electricity consumption, and/or may produce more electricity than you consume.
- You are responsible for paying Sunrun for all electricity produced by the Solar System, even if it produces more electricity than you consume.

Although Sunrun has sized the Solar System using available data, Sunrun and its sales partner have made no promises or representations to you that the Solar System is appropriately sized to save you money or cause you to use less utility power than you otherwise might use.

Agreed and accepted by: 

_____ (Initials)

SEIA® SOLAR PPA DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your lease of a solar electric system ("System"). It is not a substitute for the power purchase agreement ("PPA") and other documents associated with this transaction. All information presented below is subject to the terms of your Lease.

Read all documents carefully so you fully understand the transaction.
For more information on being a smart solar consumer visit www.seia.org/consumers.

PROVIDER: Sunrun Installation Services Inc.	**INSTALLER:** Sunrun Installation Services Inc.	**WARRANTY/MAINTENANCE PROVIDER:** (If Different from Installer or Provider):
Address: 595 Market St., 29th fl San Francisco, CA 94105 **Tel.**: 888.GO.SOLAR **License #** (if applicable): CSLB No. 969975 **Email**: customercare@sunrun.com	**Address**: 595 Market St., 29th fl San Francisco, CA 94105 **Tel.**: 888.GO.SOLAR **State/County Contractor License #**: CSLB No. 969975 **Email**: customercare@sunrun.com	**Address**: **Tel.**: **License # (If applicable)** **Email:**

CUSTOMER: Ali Manafi
Customer ID: PKKN6FVVZAAL-H
System Installation Address: 6 Eucalyptus, Irvine, CA, 92612
Lessee Mailing Address: 6 Eucalyptus, Irvine, CA, 92612
Email: alimanafi2811@hotmail.cpm

* **NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER, NOT TO PURCHASE THE SYSTEM.**
YOU WILL NOT OWN THE SYSTEM INSTALLED ON YOUR PROPERTY.

Electricity Rate & Term (A)	Amount Due Up-Front (B)	Other Possible Charges (C)
[ ] Your initial rate per kilowatt-hour (kWh) for the electricity produced is $_____. Your monthly payments will be the amount of energy the System produces times the above rate. [X] You have a fixed monthly payment PPA. Your monthly payment during the first year of the PPA is $92.46__. [ ] Your electricity rate is subject to other factors. See Box R for more information. The initial term of PPA: [X]20__ Years [ ]___ Months Incentives included in your rate per kilowatt-hour (kWh) or monthly fixed fee: [ ] None [X] Solar Renewable Energy Credits See Box F, "PPA Payment Escalator", for factors that may affect the amount of your monthly payments.	Amount you owe at PPA signing: $0 Amount you owe at the commencement of installation: $0 Amount you owe at the completion of installation: $0 Total up-front payments you owe: $0	Other charges you may have to pay under your PPA: **Late Charge**: [ ] If a payment is more than _____ days late, you will be charged $_____ **OR** [X] Late payments accrue interest at 1.5% monthly not to exceed the maximum allowable by law **Estimated System Removal Fee:** $0__ **UCC Notice Removal and Re-filing Fee:** If you refinance your mortgage, you may have to pay $0___ **Returned Checks**: If any check or withdrawal right is returned or refused by your bank, you may be charged: $25_____ (or a lower amount if required by law) **Non-Connection to Internet:** If you do not maintain a high-speed internet connection, you will be charged a monthly fee of $0_____ and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See **Box N.** **Automatic Bank Withdrawals (ACH):** [$____ per month fee for not paying your Lease using automatic bank withdrawals]

		OR [$7.50 per month discount if you pay your Lease using automatic bank withdrawals. This value is already included in the terms on this SEIA Solar PPA disclosure form] **Other:** You may be charged $_____ for _____

Number of Monthly Payments (D)	When Payments Are Due (E)	PPA Payment Escalator (F)
Number of Monthly payments: 240	The first payment on your PPA is due on the _____ day of the first calendar month after your System is connected. You will receive: [X] Electronic Invoices (sent to your email address above) [ ]Paper Invoices (sent to your U.S. mail address above)	Your PPA [X] **HAS** [ ]**DOES NOT HAVE** a payment escalator. If your PPA **HAS** a payment escalator: Your PPA payment will increase: [X] Annually [ ] Other _____ **Your Electricity rate will increase by the following amount 0.029%** The first Lease payment increase will occur in one year, 03/16/2019or with your 13th payment, whichever comes later.

Site & Design Assumptions for your PPA (G)

- Estimated size of the System in kilowatts: 4.845 (kWdc)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from System in the first year the contract: 6724
- Estimated annual System production decrease due to natural aging of the System: 0.50 %
- System location on your property: Roof
- System [X] **WILL** [ ] **WILL NOT** be connected to the electric grid
- At the time of installation, your local utility [X] **DOES** [ ] **DOES NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

Security Filings (H)

Provider [ ] **WILL** [X] **WILL NOT** place a lien on your home as part of entering the PPA.
Provider [X] **WILL** [ ] **WILL NOT** file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is **not** a lien.

System Maintenance & Repairs (I)

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance [X] **IS** [ ] **IS NOT** included for 20 years by Installer (e.g., Installer, Maintenance Provider).

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs [X] **ARE** [ ] **ARE NOT** provided by the Installer (e.g. Installer, Other).

Please review your PPA for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

Roof Warranty (J)

Your roof [X] **IS** [ ] **IS NOT** warranted against leaks from the System installation for 10 years by Installer (e.g. Provider, Installer, Other).

Your roof [ ] **IS** [X] **IS NOT** warranted against leaks caused by removal of the System for a period of _____ years following System removal. Any portions of your roof impacted by the System [X] **WILL** [ ] **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

Transferring Your PPA and Selling Your Home (K)

If you sell your home, you [X] **MAY** [ ] **MAY NOT** transfer the PPA to the purchaser(s) of your home. If you may transfer the PPA , the transfer will be subject to the following conditions:

[X] Credit check on the purchaser(s)
[ ] Minimum FICO score requirement: _____
[ ] Transfer fee of $ _____
[X] Assumption of PPA , by purchaser(s)
[ ] Other _____

If you sell your home, you [ ] **ARE** [X] **ARE NOT** permitted to move the System to a new home.
You may also have the options to purchase the System or prepay some or all of the PPA balance as part of or prior to a transfer.

Transfer of Obligations by Provider (L)

The Lease may be assigned, sold or transferred by Lessor without your consent to a third-party that will be bound to all the terms of the Lease. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Lease questions, payments, maintenance or service requests.

System Guarantee (M)

In terms of your full System, Lessor is providing you with a:
[X] System performance or electricity production guarantee
[ ] Other type of System guarantee
[ ] No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

Utility and Electricity Usage/Savings Assumptions (N)

You [X] **HAVE** [ ] **HAVE NOT** been provided with a savings estimate ("Estimate") based on your PPA.

If you HAVE been provided with an Estimate, Provider provides the following:

Provider [ ] **IS** [X] **IS NOT** guaranteeing these savings.
Provider [X] **IS** [ ] **IS NOT** using savings calculations that conform to the *SEIA Solar Business Code*. See **Box R** or www.seia.org/code.

Your Estimate was calculated based on:
[ ] Your estimated prior electricity use
[ ] Your actual prior electricity use
[X] Your estimated future electricity use
[X] Any escalator in your monthly PPA price

Your Estimate assumes the following:
[X] Years of electricity production from the System: 20
[X] A current estimated **utility electricity rate** of $0.209 [cost per kilowatt-hour] during the first PPA year with estimated increases of %3-%5.5 percent annually. Provider based this estimate on the following source(s): US Energy Information Administration historical data and projections, utility filings, and other analysis on long-term factors impacting future utility rates.
[X] Your utility will continue to credit you for excess energy your System generates at [X] **ESTIMATED FUTURE** [ ] **CURRENT** utility electricity rates

NOTE: It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your PPA carefully for more details.

Renewable Energy Certificates (RECs) (O)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System [X] **WILL** [ ] **WILL NOT** be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and PPA may sell the RECs to a third party.

Cooling Off Period/ Right to Cancel (P)

In addition to any rights you have under state or local law, you [X] **HAVE** [ ] **DO NOT HAVE** the right to terminate this PPA without penalty within 10 *[no less than three]* business days of 3/16/2018 by notifying Provider in writing at the above address.

SEIA Solar Business Code (Q)

Provider and Installer [X] **DO** [ ] **DO NOT** abide by and agree to be bound by the *SEIA Solar Business Code* (www.seia.org/code) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit www.seia.org/consumers or email SEIA at consumer@seia.org.

Additional Disclosures or Terms (R)

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This form was automatically generated by Sunrun on 3/16/2018

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My Custom Solar Design

Prepared by Tarek Majali, 03/16/2018



My Information

Ali Manafi
6 Eucalyptus
Irvine, CA 92612

Annual Usage: 6,340.32 kWh

Estimated System Size: 4.845 kWp

Energy Offset: 106%

Approval

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

DocuSigned by:

F6BA1642A8C24E9...
Customer Signature

3/16/2018
Date