SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at (800) 321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826. If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below.. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel

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

EXHIBIT

Property Owner

Name(s): John Gauthier

Address: 26101 Cordillera Dr, Mission Viejo, CA 92691, USA

Phone: 949-246-3784

E-Mail: gauthier.j709@gmail.com

PPA Provider

Name: LA Solar Group, Inc.

Address: 16238 Raymer Street, Unit B, Van Nuys, CA 91406

Phone: (855) 552-7652

Installer

Name: LA Solar Group, Inc.

Address: 16238 Raymer Street, Unit B, Van Nuys, CA 91406

Phone: (855) 552-7652

This Solar Power Purchase Agreement ("PPA") sets forth the terms and conditions covering the PPA to you of the Solar Panel System described below under "System Description" (the "System"), at the following Installation Location ("the Property"): **26101 Cordillera Dr, Mission Viejo, CA 92691, USA**

System Description

Major components shall be and include: (26) Q-Cells (400 Watts)

System Size (DC, KW): 10,400

Inverter: Enphase

Source of Performance Data: Solar Monitoring

Yr 1 Production Estimate (kWh): 15,215

PPA Type and Term: PPA

Pre-payment Amount: -

Note: A 2.5% service fee will be charged on any amount paid by credit card.

Purchase price after PPA term: Prepayment Amount based on the below chart

Note: Specified modules, or inverters are estimated as of today. Modules and inverter brand can be changed during the installation as long as it does not effect on system size and system production guaranteed in this agreement.

Additional Services/Products: reroof ($17,590), Facia ($2,998), MPU ($2,500), Patio Re-Roof ($7,624), Insulation ($950)

SOLAR PRODUCTION GUARANTEE

Year	Production (kWh)	Payment	Prepayment Amount	Year	Production (kWh)	Payment	Prepayment Amount
Year 1	15,215	$395	$87,129	Year 21	12,445	$395	$4,745
Year 2	15,063	$395	$69,703	Year 22	12,320	$395	$4,745
Year 3	14,912	$395	$55,762	Year 23	12,197	$395	$4,745
Year 4	14,763	$395	$44,610	Year 24	12,075	$395	$4,745
Year 5	14,616	$395	$35,688	Year 25	11,954	$395	$4,745
Year 6	14,470	$395	$28,550				
Year 7	14,325	$395	$22,840				
Year 8	14,182	$395	$18,272				
Year 9	14,040	$395	$14,618				
Year 10	13,899	$395	$13,887				
Year 11	13,760	$395	$13,193				
Year 12	13,623	$395	$12,533				
Year 13	13,487	$395	$11,906				
Year 14	13,352	$395	$11,311				
Year 15	13,218	$395	$10,745				
Year 16	13,086	$395	$10,208				
Year 17	12,955	$395	$9,698				
Year 18	12,826	$395	$9,213				
Year 19	12,697	$395	$8,752				
Year 20	12,570	$395	$8,315				

Total Production: 338,049 kWh **Total Payments: $118,629**

Property Owner

John Gauthier

John Gauthier _____ 12 / 21 / 2020 _____
(Signature) (Date MM/DD/YYYY)

PPA Provider: LA Solar Group, Inc.

Ara Petrosyan

_____ _____
(Signature) (Date MM/DD/YYYY)

SOLAR POWER PURCHASE AGREEMENT

1. Terms and Conditions

1.1 PPA. This Solar Power Purchase Agreement (the "PPA" or "Agreement") is the agreement between "you" or "Property Owner" and "PPA Provider" ("PPA Provider" or "we" or "us") covering the PPA to you of the solar power system described above under System Description (the "System") that we will arrange to install at the Installation Location ("the Property") listed above. The PPA Agreement is binding upon and shall inure to the benefit of the Property Owner and the PPA Provider (the "Parties") themselves, as well as their respective representatives, estates, heirs, successors and permitted assigns and each third-party beneficiary expressly described herein.

1.2 The System is an eligible renewable energy resource pursuant to California Renewables Portfolio Standard Program (Article 16 (commencing with Section 399.11) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code). It will be installed at the installation location listed above (the "Property") by the installation contractor identified above ("Installer"). The System will be “permanently fixed” to the Property, as required by Section 5899.2 of the California Streets and Highways Code. We will ensure our authorized installer performs design, permitting, construction, installation, testing, and activation of the System on the Property. Please be advised that the System cannot be activated until your local authorizing agency or building department has issued a permit for construction on the Property and the system cannot be activated until your local utility has issued its approval to interconnect the System.

1.3 You represent and warrant to us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (a fee title owner with maximum interest and rights in the Property and not a tenant) and (b) excluding your Property builder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

1.4 The PPA is a legally binding contract. The PPA shall not be effective unless and until it is signed by both Parties. By signing the PPA, you represent and warrant that you are duly authorized and have the legal capacity to execute and deliver the PPA. You represent and warrant that you have carefully read and fully understand the PPA and its final and binding effect. You further represent and warrant that you have been afforded full and fair opportunity and sufficient time to review the PPA, negotiate its terms and enter into this agreement freely, knowingly and voluntarily.

1.5 The installer and PPA Provider shall at all times during the term of this PPA maintain the following insurance: (i) Workers' Compensation and Employers' Liability Insurance — Policy Limit: $2,000,000; (ii) General Liability Insurance under either a Comprehensive General Liability or Commercial General Liability policy providing insurance for bodily injury and property damage liability and including coverage for personal injury liability and contractual liability ensuring the tort liability obligations — Policy Limit:$2,000,000; and (iii) Automobile, bodily injury and property damage insurance including coverage for all owned, hired and non-owned automobiles — Policy Limit: $2,000,000. EUUC shall be named as an additional insured on all policies of insurance procured and maintained by the installer and PPA Provider hereunder. Providing an additional insured endorsement and proof of insurance is a prerequisite to PPA Provider receiving payment for services rendered under this Agreement.

1.6 Property Owner reserves the right to require mechanics’ lien, stop notice, construction lien, materialmen and bond claim releases (including releases from lower tier subcontractors) before providing any payment required hereunder.Property Owner also reserves the right to require PPA Provider and installer to execute an Unconditional Waiver and Release form as to payments made before completion of installation. Receipt of all required releases and approval of those documents are conditions precedent to payment hereunder.

1.7 PPA Provider confirms that the installer agrees (1) that materials and equipment furnished shall be new, unless otherwise specified, and that all work shall be free from faults and defects and in strict conformance with manufacturer specifications and industry standard, (2) to furnish all materials within the time specified herein, with all necessary certificates and permits for installation. (3) to remove and replace any defective materials or work immediately upon notice of same and to bear the expense of making good all work or property which is destroyed or damaged by such removal and replacement, (4) to provide all proper and sufficient and necessary safeguards against all injuries and damage whatsoever, and to comply with all safety requirements imposed by law, (5) to provide a full-time competent superintendent who shall have authority to act on behalf of PPA Provider, (6) comply fully with all laws, orders, rules and regulations with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, and reasonable safety equipment and practices, (7) furnish EUUC with copies of all accident reports, promptly reporting any accident or injury to any of the employees used or utilized on the project, (8) comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the work and/or the project site.

1.8 To the fullest extent permitted by law, PPA Provider agrees to protect, immediately defend, indemnify and hold Property Owner and its respective officers, directors, employees, agents and representatives (hereinafter referred to as the "Indemnitees") harmless against claims, damages, losses, costs, expenses, including any fees of accountants, attorneys, experts or other professionals, or investigation expenses, and liabilities in law or in equity ("Claims") arising out of the PPA Provider's and Installer's work or performance of its obligations under this agreement, including, but not limited to, (i) any alleged or actual violation or infringement by PPA Provider and Installer of any law, statute, codes, safety or occupational health orders, rules, regulations, standards, or orders in existence at the time of installation; (ii) construction liens, mechanics' liens, or other materialman's lien of any sort, stop notice claims and payment bond claims made by any sub-subcontractor, suppliers, laborers, rental companies, or the like, and (iii) claims and liens for labor taxes, materials, appliances, equipment, and supplies whatsoever, including any costs, attorneys' fees, and incidental damage resulting therefrom; and for failure by PPA Provider or any party acting on PPA Provider's behalf to comply with all laws, ordinances and regulations of all governmental authorities in any manner relating to the work in existence at the time of installation.

1.9 The foregoing indemnity and defense obligations are not limited by the amount of any available insurance and are in addition to any express or implied indemnity or contribution rights available to any of the Indemnitees at law or in equity. All indemnity obligations under this agreement shall apply to claims arising both before and after completion of the work hereunder and to claims arising both before and after the termination of this agreement.

1.10 This PPA includes only a PPA of the System and does not include any other structural improvements performed or completed by the Installer. The cost of any such other improvements will be billed separately by the Installer and will not be included in the total Solar Installation Cost.

1.11 If LA Solar is required to retain legal counsel in connection with any dispute or matter involving this Contract, the customer shall be responsible for and shall reimburse LA Solar for all costs, expenses and attorneys' fees incurred by LA Solar in connection therewith regardless of whether a legal proceeding is commenced. In addition, if a legal proceeding (litigation or arbitration) is commenced, LA Solar shall be entitled to recover all of its costs, including attorneys' fees and costs of suit.

2. PPA Term and Renewal

2.1 PPA Term. The PPA Term begins on the PPA Term Start Date. The PPA Term Start Date is the first date when all of the following things have happened: (a) the System is placed into operation; (b) the System is interconnected with the utility's electrical transmissions grid and starts generating power; (c) all approvals needed to operate the System are in place; and (d) you hold fee title to your Property. 2.2 Renewal. You may request that we renew your PPA for up to ten (10) years in two (2) consecutive five (5) year renewal periods based on our assessment of the then current fair market value of the System and the then prevailing market terms (taking into account the condition of the System). We will send you renewal forms three (3) months prior to the expiration of the PPA Term setting forth the new pre-payment due under the renewed PPA. If you want to renew the PPA and are in compliance with this PPA, return the renewal forms with your pre- payment amount at least one (1) month prior to the expiration of the PPA Term. 2.3 If you do not renew this PPA or request that we remove the System, this PPA will convert to a month-to-month rental of the system, unless we notify you otherwise (which we will have the right to do so at our election. PPA provider reserves the right to terminate any such month-to-month rental at any time and notify you we will remove the System within thirty (30) days after such notice to you.

3. PPA Payments

3.1 Payments will be made according to the payment schedule described above.

3.2 This Agreement may be prepaid partially or in full through Property Assessed Clean Energy ("PACE") financing offered by Renew Financial Group LLC ("PACE Program Administrator") in conjunction with California Statewide Communities Development Authority ("PACE Program Sponsor") pursuant to Section 5899.2 of the California Streets and Highways Code ("Pace financing"). PACE financing is repaid through a voluntary special tax assessment on the Property, which is billed with your Property taxes. If you apply for PACE financing through the PACE Program Administrator and are approved, you agree to use the proceeds of that PACE financing to prepay all amounts due to PPA Provider under the PPA after the System is installed as agreed herein. The term of the PACE financing used to pay this PPA may only be as long as the initial term of this PPA, before any renewals. Your obligations under the PACE financing, if any, are separate and apart from your obligations to the PPA Provider as provided in this Agreement and the PACE financing be required to be repaid in full. Payments made to the PPA Provider under this Agreement will not affect what you owe under the PACE financing. If you apply for PACE financing through the PACE Program Administrator and are not approved, such denial shall have no impact on the PPA.

4. PPA Obligations

4.1 System, Property and Property Maintenance.

Property owner agrees to:

a. only have the System moved or repaired pursuant to the Limited Warranty;

b. not modify and/or maintain the Property in a way that reduces production by the System. Property owner agrees to trim trees, bushes, not erect any additions that will shade the system causing decrease in production;

c. not change, modify, alter or remove any markings or identification tags on the System; to be damaged or altered;

d. not to permit or allow new conditions or circumstances that would hinder System production;

e. notify PPA provider promptly if the System is not working properly, is damaged, appears unsafe, is stolen, and prior to changing of power supplier;

f. if you are notified of any recall of the System or its components, Property Owner agrees to cooperate to provide access for deinstallation, and return of the System, and the replacement of the system. Both Property Owner and PPA Provider must agree to the terms of the replacement, deinstallation and return of the system;

g. not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System, except, any lien placed by the PACE Program Sponsor as agreed to by Property Owner in the PACE financing agreement, shall be permitted;

h. keep the Monitoring System, as described above, connected at all times, at your own cost, through a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the PPA Term;

i. not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty without PPA Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall become PPA Provider's property;

j. have anyone who has an ownership interest in your Property sign this PPA.

k. For the avoidance of doubt, notwithstanding the foregoing, where PACE financing was used to pay this PPA, the System may not be removed from the Property unless and until the PACE financing has been repaid in full and no amount due is outstanding.

4.2 Repair, Insurance and Our Obligations.

We agree to:

a. measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;

b. ensure that the System will be repaired pursuant to the Limited Warranty by service provider licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

c. not put a lien on your property except, any lien placed by the PACE Program Sponsor as agreed to by Property Owner in the PACE financing agreement, shall be permitted;

d. if PACE financing is used to pay this PPA, install, maintain, and monitor the System for the entire term of this Agreement or until the PACE financing is paid in full with no amounts outstanding, whichever is longer;

e. if PACE financing is used to pay this PPA, not remove the System from the Property until the PACE financing is repaid in full.

4.3 Insurance for Loss or Damage.

We shall ensure the System and bear the risk of loss for loss, damage, theft, destruction or similar occurrence to any or all of the System unless:

a. that damage or loss is caused by you, your agent, guest or contractor's negligence; or

b. you, your agent, guest, or contractor intentionally damages the System. Upon damage or destruction to the 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 arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA, unless otherwise provided by insurance. If you have prepaid any Monthly Payments that are due and payable after we determine the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for the portion of the prepaid PPA amount associated with the remaining portion of the contract. In the case that the determination is made that the system cannot be restored to its original condition, the contract will terminate and the PPA Provider will remove the system, regardless of the availability of insurance proceeds. Any loss or damage caused to the System will not affect your obligations under your PACE financing. You will still be required to repay the PACE financing in full.

4.4 Access Rights

Property Owner grants the PPA Provider and its employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of:

a. operating, owning, repairing, removing and replacing the System or making any additions or installing complementary technologies on or about the location of the System;

b. enforcing PPA Provider's rights as to this PPA and the System;

c. using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or

d. taking any other action necessary in connection with the operation, maintenance, removal or repair of the System. Reasonable access will be determined partly based on operating hours of the Property Owner's tenants and events scheduled by the Property Owner and its tenants. This access right shall continue for up to ninety (90) days after this PPA expires to provide PPA Provider with reasonable time to remove the System at the end of the PPA Term. You agree to all applicable state, regulatory or governmental filings that are consistent with this PPA and applicable law. You also agree to execute and permit recording in the applicable real estate records an easement granting PPA Provider the right to access the Property.

4.5 Net PPA Payments

YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA AGREEMENT SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA AGREEMENT, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

4.6 Net Metering Service

You agree to use an electric meter that we, the utility provider or Installer will provide and install at no cost to you. The electric meter will measure all electricity delivered to you from the System. You agree not to tamper with, modify or damage the meter. You are responsible for any inaccuracies and damage to the meter caused by you or anyone, other than the PPA Provider or Installer's designated contractors. Additionally, you agree to utilize the standard "Net Metering Service" available from your local utility, or if Net Metering Service is not available from your local utility or is discontinued, a net metering program chosen by PPA Provider.

4.7 Estimated Taxes

You agree to pay any changes in the applicable taxes related to this PPA. Thus, if tax rates change, your Provider will change to reflect this rate change. You agree to pay any applicable tax on the purchase price for the System if you wish to purchase the System at the end of the Term. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. Any taxes referenced in this paragraph are separate and apart from any obligations you may have under the PACE financing, if any.

4.8 Automatic Payment

In addition to the other amounts you agree to pay in this PPA Agreement, you agree to pay the following: a. Product Change Fee: if after you sign this PPA, but before we begin installation, you decide you would prefer an alternative product, or a prepaid PPA, etc., you will pay a $250 change fee;

4.9 Credit Check

We may have prescreened your credit. Prescreening of credit does not impact your credit score. You authorize us or our designee, to obtain your credit report now, and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with our financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

4.10 Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless PPA Provider, PACE Program Administrator, PACE Program Sponsor, our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence, willful misconduct, or failure to comply with any of the terms or conditions of this PPA; provided that nothing herein shall require you to indemnify:

a. any person or entity from its own negligence or willful misconduct or

b. installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. Conditions Prior to Interconnection of the System

5.1 PPA Provider's Obligations

PPA Provider's obligations to PPA the System are conditioned on the following items having been completed to its reasonable satisfaction by the Installer or other service providers chosen by PPA Provider:

a. completion of the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work),

b. the final System design and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System.

c. approval of this PPA by PPA Provider's financing partner(s);

d. confirmation of rebate, tax credit payment availability;

e. confirmation that PPA Provider will obtain all applicable benefits;

f. receipt of all necessary zoning, land use and building permits; and

g. completion of any renovations, improvements or changes reasonably required at the Property (e.g. removal of a tree or roof repairs necessary to enable PPA Provider to safely install the System) at Property Owner's own cost.

5.2 PPA Provider's Right to Terminate

PPA Provider may terminate this PPA without liability if, in its reasonable judgment, any of the above-listed conditions (a) through (g) will not be satisfied for reasons beyond its reasonable control. Once the Installer starts installation, however, PPA Provider may not terminate this PPA for the failure to satisfy conditions (a) through (g) above.

5.3 PPA Provider's Right to Terminate for Material Changes or Any Site Condition Incompliance

PPA Provider may terminate this PPA if, in our reasonable judgment, the installation of the System will not occur within 180 days of the date of this Agreement being fully executed by all parties for reasons beyond our reasonable control. In this case, all payments made by the Property Owner will be returned.

Both parties will have the right to terminate this PPA, without penalty or fee, if PPA Provider determines after the engineering site audit of your Property that it has misestimated by more than ten percent (10%) any of

a. the System size

b. the System's total cost or

c. the System's originally estimated annual production.

Such termination right will expire at the earlier of: (a) one (1) week prior to the scheduled System installation date or and (b) one (1) month after we inform you in writing of the revised size, cost or production estimate. If neither Party exercises their right to terminate this PPA following such a 10% change, then any changes to the System will be documented in an amendment to this PPA signed by both Parties. In the case of such termination, all payments made by the Property Owner will be returned. You authorize the PPA Provider to make corrections to the utility paperwork to conform to this PPA or any subsequent amendments.

A late payment fee will accrue after 7th day of no payment with $20 per each late day. We will impose a minimum administrative fee of $30 if we process payment of the invoice and it is returned for any reason. In addition, we will require the immediate payment of any outstanding balance. We reserve the right to stop any and all work including turning off your system and lock it if required until any outstanding balance is brought to zero ($0) and failure or refusal to pay our invoices on a timely basis will constitute grounds for our immediate termination of this agreement.

5.4 Site Conditions

Material Change: To avoid construction delays due to shortages of specified modules, and upon customer's consent. brand and size (wattage) of solar modules may be changed, on the condition that the total wattage size of the system does not decrease. Inverter brand and model can be changed as well due to unavailability. Regardless of any change of the equipment solar production guarantee should remain the same according to this agreement.

Main Electrical Panel: If there is a Main Panel Upgrade ("MPU") service included in contract this does not apply to underground or trenching work that may be required. This includes, but is not limited to trenching new path for utility wire, running new conduit from utility transformer to main house. All trenching or new conduit shall be coordinated with utility company and the Homeowner may incur additional costs – cost will be determined with the utility company at that time. Gas relocation: Additional costs of $1700-$3950 might be applied if there is a need to relocate the gas meter from any solar or electrical equipment and the gas pipe. The System Installation Cost/Price doesn't include the gas meter or gas pipe relocation cost.

Unpermitted structures: Customer shall be responsible for any unpermitted structure or equipment on property. If you have any unpermitted structures on your property, you are responsible for fulfilling all city requirements, including permits and inspections, at your own cost before or after any work on the solar system can begin. It's not possible to identify if the main electrical panel is permitted or not. If the building and safety inspector requires bringing existing main panel up to code then the homeowner will be responsible for those upgrade expenses. When reroof is being done, the reroof will include tile removal and composition shingle installation under the panels.

Roof Penetrations Warranty: 25 years. The Roof Penetrations warranty applies if the leak is caused by solar penetration. If the leak is caused by non-solar penetration, then LA Solar will not be responsible for any repair or damage and it will not be covered by any LA Solar warranty. Complete roof warranty for solar array sections will be applied if reroof is being done. LA Solar has only visually inspected the roof and cannot guarantee the longevity of the roof. If solar is recommended then it means there were not any obvious roofing issues found. Customer is responsible for the roof condition. Installer cannot guarantee any condition of the roof other than visual inspection and possible determination of the condition of the roof. Warranties will be provided for 25 years for solar penetrations and 10 years for the roof leaks – related to solar installation. No assessment was done on the other sections of the roof other than determination that the roof is okay for solar installation based on the installer's opinion. Roofing Services As a licensed roofing contractor. LA Solar shall have the right of first refusal to match or provide a lesser quote/price from a legitimate written quote/estimate presented to Customer by a licensed third party roofing company/contractor to modify and/or replace Customer's current roofing. Additionally, should LA Solar agree to provide said roofing services, per this right of first refusal, then LA Solar shall provide the re-installation of its current solar system for free and at no charge to the customer.

5.5 PPA Provider's Right to Cancel PPA Due to Unavailability of Incentives

If PPA Provider determines that incentives and rebates are not available concerning System installation, PPA Provider has the right to cancel the PPA by refunding all payments made by the Property Owner the Down Payment paid, unless Property Owner pays the difference the rebates and incentives would have otherwise satisfied. PPA Provider reserves its rights to cancel this PPA by solely refunding any payments Down Payment made by Property Owner. In the case of such cancellation, no further payments will be required of the Property Owner. All SGIP rebates will be assigned to installer.

5.6. For the avoidance of doubt, notwithstanding the foregoing, where PACE financing was used to pay this PPA, the System may not be removed from the Property unless and until the PACE financing has been repaid in full and no amount due is outstanding.

6. Limited Warranty

6.1 TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT A, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT.

7. Assignment, Sale or Transfer

7.1 We work with other companies and financing partners to finance your System. We may assign, sell or transfer the System and this PPA, or any part thereof, but only with written consent of you, which will not be unreasonably withheld. In the event any such assignment extends to all of our obligations under this PPA, we will be repaid from all our liabilities and other obligations under the PPA. If requested, you agree to execute and deliver to any such transferee an acknowledgment/confirmation of your obligations under this PPA.

8. Ownership of the System; Tax Credits and Rebates

8.1 Ownership of System

The System, and all data generated by it, is and will remain the personal property of the PPA Provider even after installation and through the end of the PPA Term. Property Owner will keep the System free and clear of all claims, liens, levies, and other charges and encumbrances not created by PPA Provider except, any lien placed by the PACE Program Sponsor as agreed to by Property Owner in the PACE financing agreement, shall be permitted. The System is PPA Provider's personal property under the California Uniform Commercial Code (UCC) and shall not be considered a "Fixture";. You agree that the System is not a fixture, but PPA Provider has the right to file any UCC-1.

8.2 Tax Credits, Incentives and Rebates

You understand and agree that any and all tax credits, incentives, utility rebates, depreciation, or any other non- power attributes of the System are PPA Provider's property, and for our exclusive benefit, usable at our sole discretion, if the rights to the non-power attributes are not explicitly granted to the PACE provider in the PACE financing agreement. We shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits and hereby assign to PPA Provider all of your existing and future rights to the Incentives and their benefits, including any amounts paid or payable to you in respect of the Incentives.

8.3 You agree to reasonably cooperate with us and/or the PACE provider so that we may claim any tax credits, rebates, carbon offset credits or any other benefits from the System. This may include, to the extent allowable by law, entering into net metering agreements, interconnection agreements, credit purchase agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates or other incentives from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates, incentives, or other benefits to us and/or the PACE provider.

8.4 We have not given you any information or advice regarding any possible tax consequences or benefits or claiming any tax credits with respect to the System on any tax return, that may harm or interfere with our rights with respect to such credits, rebates or other benefits. The value of the rebates associated with the System ("Solar Incentive Amount") that belongs to us (if the property is in California, as established by California Senate Bill 1, (Murray, Chapter 132, Statutes of 2006, Section 4), as codified in Public Resources Code sections 25780-25784) is $2,073.96. As part of your obligation to pay rent (Monthly Payments) under this PPA, you assign to us all of your right, title and obligation in and to the rebates associated with the System in the Solar Incentive Amount. If the actual amount of the rebates received by us is less than the solar incentive amount due to any cause that you control, you will be required to pay the amount of the shortfall as additional rent.

9. Purchasing the System

9.1 Purchase the System During the PPA Term

If you are in compliance with your PPA obligations, you can purchase the System on an AS-IS, WHERE-IS basis, for a purchase price agreed upon by the Property Owner and PPA Provider, and no greater than equal to the remaining value (“Remaining Value Amount”) (Note that you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or us by governmental authorities in connection with such a sale and purchase).

9.2 "Remaining Value Amount" will equal (a) the loss of any tax benefits available due to the use or ownership of the System prior to the termination of this PPA and already sought consistent with the terms of this PPA plus (b) the net present value, as of the PPA termination date and using a discount rate of 3%, of (i) the future estimated tax benefits, incentives, environmental attributes, that would have been received by or would be payable to us for the PPA (assuming estimated power production through the remaining PPA Term) and (ii) the residual value of the System. If reasonably practicable, we will assign to you any product and/or workmanship warranties still in effect.

9.3 Purchase the System at the end of the PPA Term

If you wish to purchase the System at the end of the PPA Term, you must notify PPA Provider at least sixty (60) days prior to the end of the PPA Term. You may also purchase the System after Year 5, for Fair Market Value determined by PPA Provider or an independent appraiser. Upon receipt by PPA Provider of payment of the Fair Market Value, title to the System shall transfer to Property Owner "as-is, where-is".

9.4 Your purchase of the System will not affect your obligations under your PACE financing. You will remain obligated to make all payments under your PACE financing until repaid in full.

10. Selling Your Property

10.1 Transferring this PPA

Subject to subsection (d) below, if the person buying your Property meets our credit requirements, then where permitted by the local utility, the person buying your Property can sign a transfer agreement assuming all of your rights and obligations under this PPA:

a. If we approve the buyer's assumption of this PPA, you and the buyer must sign transfer documentation providing for the buyer's assumption of the PPA obligations (the "PPA Assignment"). We will send a PPA Assignment and escrow instructions into the escrow for the proposed sale of your Property, so that once the sale of your Property closes you will be repaid from your obligations under this PPA.

b. Unless we rePPA you from your obligations in writing, you will still be responsible for performing under this PPA. If your buyer defaults on this PPA and we have not yet signed the PPA Assignment, you will be responsible for his or her default.

c. You agree to give us at least thirty (30) days', but not more than three (3) months', prior written notice of the sale of the Property. If you want the buyer to assume your PPA obligations, your notice of the Property sale must be accompanied by the buyer's written consent to obtain a credit report and sufficient contact information for the buyer's assumption of the PPA obligations (the "PPA Assignment"). We will send a PPA Assignment and escrow instructions into the escrow for the proposed sale of your Property, so we can contact him or her and perform a credit check. You agree to inform any proposed buyer of your Property that we have the right to approve or disapprove the assumption and assignment of this PPA. If you sell your Property and cannot comply with any of the options in subsection.

d. Notwithstanding the foregoing, where this Agreement is prepaid with PACE financing and any amount of the PACE financing remains outstanding, the right to receive the electricity from the System under this PPA is automatically transferred with title to the Property whether title is transferred by voluntary sale, judicial or non-judicial foreclosure, or by any other means. Such transfer shall not be restricted in any way by PPA Provider.

10.2 Purchase the System

If you are in compliance with your PPA obligations, you may purchase the System as specified in Section 9 above.

10.3 EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT SUBPPA, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. THE TERMS OF THIS PPA WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

11. Limitation of Liability

11.1 No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS PPA SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEEMENT OR AS COVERED BY INSURANCE MAINTAINED BY PPA PROVIDER OR INSTALLER.

11.2 Limitation of Liability

Notwithstanding any other provision of this PPA, PPA Provider's total liability under this PPA shall not exceed the sum of the PPA Payments over the PPA Term, reduced by all amounts paid by PPA Provider under the Limited Warranty. This amount of liability is your sole and exclusive remedy, and you hereby waive all other remedies or damages at law or equity, including any greater rights that you might have under the laws of California.

11.3 Loss of Damage

Unless you are grossly negligent or you intentionally damage the System, Provider will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA.

12. Default

12.1 Property Owner's Default

You will be in default under this PPA if any one of the following occurs:

a. you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

b. you are late in making any monthly payment by more than ten (10) days from when such payment is due and such failure to pay occurs more than three (3) times in any calendar year;

c. you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after we provide written notice;

d. you allow another to forge your signature on a material document you have given, or in the future give, us or Installer;

e. you or your guarantor have provided any false or misleading financial or other information to obtain this PPA;

f. you assign, transfer, encumber, sublet or sell this PPA or any part of the System without our prior written consent;

g. you or your guarantor make an assignment for the benefit of creditors, admit in writing your insolvency, file, or there is filed against you, a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity;

h. the System is disabled or disconnected and you do not notify us of such event after you learn of such event; or

i. the System is intentionally destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture or other involuntary transfer.

13. Remedies in case of Property Owner's Default

13.1 If you are in default under this PPA, PPA Provider has the right to take one or more of the following actions and any other action available to it under this PPA or at law or in equity:

a. terminate this PPA and your rights to use the System;

b. suspend our performance under this PPA;

c. take any reasonable action to correct your default or to prevent our loss (any amount we pay will be added to the amount you owe us and will be due immediately);

d. require you to return the System at your cost or allow us to access the Property and remove the System at your cost;

e. proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;

f. disconnect, turn off or take back the System by legal process or self-help;

g. report such non-operational status of the System to your utility, informing them that you are no longer net metering;

h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;

i. recover from you (a) a payment equal to the purchase price as set forth in this agreement plus (b) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; and (c) seek a pre or post judgement lien security interest on or against your property; or

j. use any other remedy available to us in this PPA or by law.

13.2 Notwithstanding the foregoing, where this Agreement is prepaid with PACE financing, PPA Provider shall not have the right remove the System or restrict delivery of electricity from the System to you unless and until the PACE financing has been repaid in full and no amount due is outstanding.

13.3 In the event it is established that you are in default, we shall recover from you as liquidated damages, and not as a penalty, the "Early Termination Liability" which is a sum equal to: (a). the Monthly Payments any accrued and unpaid late charges; plus (b) any dishonored payment item fees; plus (c). in the case of a termination whereby the System is removed from your Property, any amounts we expend to dismantle and remove the System; plus f. any other amounts then due to us under the PPA; less (d). the amount we receive (less a reasonable fee payable to us for our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability); less (e) the prepayments received for the PPA associated with the period after the determination of default or the removal of the System, whichever is later, or an amount to which the Parties agree.

13.4 You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties.

13.5 You agree to repay us for any reasonable amounts we pay to correct your default. You also agree to reimburse us for any costs/expenses we incur relating to the System’s return due to early termination. By choosing any one or more of these remedies, Provider does not give up its right to use another remedy. By deciding not to use any remedy should this PPA Agreement in default, Provider does not give up our right to use that remedy in case of a subsequent default.

14. System Removal; Return

14.1 At the end of the PPA Term or the termination of this PPA, if you have not renewed this PPA and you have not defaulted, then within ninety (90) days you may call us to schedule and request that we remove the System at a convenient time for us at no cost to you. If you request that we remove the System, we will do so within thirty (30) days of your request. If you do not request that we remove the System, then this PPA will continue on a month-to month basis.

14.2 PPA Provider will return the Property to substantially the same condition, including the roof without requiring the repair or replacement of any item that has been damaged or degraded due to factors unrelated to the installation and operation of the System by Installer or caused by your failure to maintain the System in accordance with the requirements of this PPA. With Property Owner approval PPA Provider can leave attachments with property to avoid roof damage by removing them from the roof.

14.3 For the avoidance of doubt, notwithstanding the foregoing, where PACE financing was used to pay this PPA, the System may not be removed from the Property unless and until the PACE financing has been repaid in full and no amount due is outstanding.

15. Arbitration

15.1 PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH PPA PROVIDER . ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION AS SET FORTH IN THIS ARBITRATION AGREEMENT. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST PROVIDER, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST PROVIDER BY SOMEONE ELSE. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF YOUR DECISION.

15.2 Agreement to Binding Arbitration

You and Provider agree that any dispute, claim or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof of this PPA will be settled by binding arbitration between you and PPA Provider, and not in a court of law. You further acknowledge and agree that you and PPA Provider are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Provider otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding.

15.3 Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of his Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

15.4 Governing Law

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.

15.5 Process

All claims in arbitration are subject to the same statutes of limitation that would apply in court. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the Demand, and parties from the AAA`s roster of consumer dispute arbitrators.

If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then an arbitrator will be selected using the alternate strike method a list of five (5) neutral arbitrators provided by AAA JAMS (Judicial Arbitration and Mediation Services). You will have the option of making the first strike. If an AAA JAMS arbitrator is used, then the applicable AAA JAMS rules will apply. To learn more about arbitration, you can call JAMS office or review the materials at www.jamsadr.com.

15.6 Location and Procedure

The arbitration shall be held in the location that is most convenient to your Property. If a AAA JAMS office does not exist in the county where you operate or live, then we will use another accredited arbitration provider with offices close to your Property. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents the parties submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

15.7 Arbitrator's Decision

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

15.8 Fees

The responsibility of both parties to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules, with the understanding that each party not prevailing into the arbitration shall later bear all their own costs and attorney's fees associated with the proceedings, irrespective of the outcome.

15.9 Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (c3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

15.10 Voluntary Agreement to Arbitrate

This agreement to arbitrate is voluntary. You have the right to consult with an attorney regarding the legal consequences and effects of this provision.

15.11 BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. By initialing below, you acknowledge and accept that you are waiving any and all rights to a trial jury for all actions or proceedings involving a dispute arising out of or related to this PPA.

Property Owner's Initials J. G.

16. Miscellaneous

16.1 All rights, powers and remedies provided under this PPA are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise.

16.2 Survival

The terms of this PPA that expressly or by their nature survive termination shall continue after the termination until fully performed. This PPA may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

16.3 Waiver

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other Party of any of the provisions of this PPA, shall not be construed to (a) be a waiver of such provisions or a Party's right to enforce that provision; or (b) affect the validity of this PPA. If there is more than one of you, we may release one of you without releasing the other.

16.4 Notices

All notices and other communications required or permitted under this PPA shall be properly given by the sending party when made in writing and:

a. delivered by a reputable courier service requiring signature for receipt;

b. mailed by certified or registered first-class mail, post prepaid, with a return receipt requested;

c. sent by fax as evidenced by a printed confirmation from the sending party's fax machine; or

d. emailed, in each case to the other party's address set forth above or such other address notified by the other party in writing from time to time. The parties agree that any faxed or emailed document shall be deemed an original document. All notices of arbitration must be sent by mail or courier.

16.5 Publicity

We may take photos of the System and use the photos and any graphical representations of the System in marketing and other promotional materials. We may take photos of the System and use the photos and any graphical representations of the System in" marketing and other promotional materials. Further, you hereby grant PPA Provider the right to displace signs and advertisements at the jobsite, starting on the date of signing of this PPA and continuing uninterrupted until fourteen (14) days past the date the job is completed. You further grant PPA Provider the right to publish the project street address on a reference list, which may be given to prospective Property Owners.

16.6 Third Party Beneficiary

The PACE Program Sponsor and the PACE Program Administrator, and each of them, are third-party beneficiaries to this Agreement. No amendment to this Agreement shall be effective unless (i) it is in writing and, so long as there remains any outstanding unpaid balance of the PACE financing, (ii) has been expressly consented to in a writing signed by duly authorized representatives of the PACE Program Sponsor and PACE Program Administrator.

17. Entire Agreement; Relationship to Limited Warranty

17.1 This PPA contains the Parties' entire agreement regarding the contracting of the System. There are no other agreements regarding this PPA, either written or oral. This PPA may only be changed by a written amendment signed by both Parties and, by the PACE Program Administrator and PACE Program Sponsor where the Agreement was prepaid with PACE financing.

17.2 Each Party's obligations under this PPA are separate from any obligations under the Limited Warranty. If a party breaches this PPA or the Limited Warranty, it will not affect the parties' obligations under the other agreement, except that if this PPA terminates, the Limited Warranty shall automatically terminate, except as otherwise provided in the PPA. PPA Provider may assign all or any portion of this PPA without assigning the Limited Warranty and, conversely, PPA Provider may assign all or any portion of the Limited Warranty without assigning this PPA, but only with written consent of you, which will not be unseasonably withheld.

18. Notice of Right to Cancel

18.1 You, the Property Owner, may cancel this PPA at any time prior to midnight of the third (3rd) calendar day after the date you sign this PPA in accordance with the Notice of Cancellation attached hereto as Exhibit B, or in the case that sufficient financing for the Property Owner has not been approved and executed by your financing partner (currently the Unitarian Universalist Association) prior to midnight of the third (3rd) calendar day after the date you sign this PPA, you may cancel this PPA at any time prior to midnight of the fifteenth (15th) calendar day after the date you sign this PPA or the time at which sufficient financing is approved, whichever is earlier. Cancelling the PPA will not cancel any PACE financing.

18.2 Following the third (3rd) calendar day after the date you sign this PPA, any deposit paid becomes non- refundable. Prior to the PPA Term Start Date, you may request that we cancel the PPA. To pay the out-of- pocket costs associated with your cancellation of the PPA, such as permitting fees, interconnection application costs, design costs and other out of pocket expenses associated with the PPA.

18.3 Cancellation Fee

There will be $2,000 cancellation fee applied if the project is cancelled after design and change orders (if any) are approved. This cancellation fee may not be repaid through PACE financing. I have read this PPA and the exhibits in their entirety and I acknowledge that I have received a complete copy of this PPA and the exhibits.

Property Owner's Initials J. G.

20. Production Guarantee and Limited Warranty

This Production Guarantee and Limited Warranty (this "Limited Warranty") is PPA Provider's agreement to provide you warranties on the System you PPAd. The System will be professionally installed by the Installer at the address you listed in the PPA. This Limited Warranty begins on the PPA Term Start Date.

Limited Warranties; System Warranty

During the entire PPA Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty"); ii. Roof Warranty. If installing the System requires penetrations to your roof during a System installation, we will only warrant roof damage exclusively caused due to such roof penetrations attributable to the System installation within three (3) inches of mounting penetrations. This roof warranty will run the longer of either (a) one (1) year following the completion of the System installation; or (b) the length of any existing installation warranty or new property builder performance standard for your roof (the & "Roof Warranty Period";); and iii. Repair Promise. During the entire PPA Term, PPA Provider will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If we or a contractor we retain damages your Property, your belongings or the Property, we will arrange to repair the damage caused or pay you for the damage caused as described in this Limited Warranty. PPA Provider's service providers may use new or reconditioned parts when making repairs or replacements.

PPA Provider may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at PPA Provider's discretion. b. Warranty Length: i. The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date and continue through the entire PPA Term. Thus, for as long as you PPA the System from PPA Provider, you will have a System Warranty and our repair promise. ii. The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above. iii. If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term. c. Production Guarantee and Warranties. PPA Provider guarantees the System will generate the guaranteed annual kilowatt-hours (kWh) (Guaranteed Annual kWh) in the table set forth below, during the PPA Term: i. If at the end of each successive twelve (12) month anniversary of your total pre-payment for the initial PPA term the cumulative Actual Annual kWh generated by the System is less than the Guaranteed Annual kWh, then we will send you a refund check equal to the difference between the cumulative Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"). We will make that payment within thirty (30) days of the end of the calendar year. ii. You are responsible for ensuring the System remains free of shading. Your cumulative Actual Annual kWH is depend on a shading percentage of 0% on your property. If this shading percentage increases, your Guaranteed Actual kWH will be reduced proportionately. iii. Output Warranty. The System's electrical output during the first ten (10) years of the PPA Term shall not decrease by more than fifteen percent (15%). This output warranty is in addition to the Production Guarantee in Section 2(c)(i) of this Exhibit and Property Owner will be provided a refund check for underproduction as set forth in Section 2(c)(i). iv. Surplus. If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than the top of the Guaranteed Range of Annual Production during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the top of the Guaranteed Range of Annual Production, then this additional energy is yours at no additional cost. v. Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty: "Communication Requirements" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with PPA Provider via your property's internet connection; and (b) maintain your Internet connection, at your cost, so that PPA Provider's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year. & "Guarantee Year"; is each successive period of a calendar year from the date you first establish Internet communication with PPA Provider after the PPA Term Start Date, as described below ("Initial Communication Date"), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date.

Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the PPA Term Start Date, the Guaranteed Range of Annual Production for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the PPA Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the PPA Term Start Date, the Guaranteed Range of Annual Production for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the PPA Term. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the Monitoring System, PPA Provider will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. PPA Provider will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, PPA Provider will make the adjustment based on the original kWh expectation attributable to such period. This section states PPA Provider's sole liability, and your exclusive remedy, for any shortfall in Actual Annual KWh arising from any equipment failure or lost data relating to the Monitoring System.

Exclusions and Disclaimer

PPA Provider's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following: Someone other than PPA Provider's approved service providers (such as Installer) installed, constructed, tested, removed, re-installed or repaired the System; A power or voltage surge caused by someone other than PPA Provider or Dealer/Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; Destruction or damage to the System or its ability to safely produce power not caused by PPA Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the PPA, but we will not repay you for power it did not produce);Your failure to perform, or breach of, your obligations under the PPA (e.g. you modify or alter the System); The System is prevented from operating due to local utility or public utilities commission. Your breach of this Limited Warranty, including being unavailable to provide access or not providing necessary assistance to us and our service providers in diagnosing or repairing a problem, or your failing to maintain the System pursuant to the terms of the PPA and this Warranty.

Any Force Majeure Event (as defined below); A change in usage of the Property or any buildings at or near such Property that may affect insolation without PPA Provider's or PPA Provider's prior written approval; Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed; Any System failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and Theft of the System (e.g. if the System is stolen we will replace the System per the PPA, but we will not repay you for the power it did not produce). This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above. The limited warranties described in sections 2(a) and (c) above are the only express warranties made by PPA Provider with respect to the system. PPA Provider hereby disclaims, and any beneficiary of this limited warranty hereby waives, any warranty with respect to any cost savings from using the system. Some states do not allow such limitations, so the above limitations may not apply to you.

PPA Provider's Standards

For the purpose of this Limited Warranty, the standards for our performance, and that of our contractors and service providers, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices"; means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

21. System Repair, Relocation or Removal

(a). You agree that if: (i) the System needs any repairs that are not the responsibility of PPA Provider under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your property or (iii) the system is being relocated to another property you own pursuant to the PPA, you will have PPA Provider, or another similarly qualified service provider approved by PPA Provider, at your reasonable expense as agreed to by both the PPA Provider and Property Owner, perform such repairs, removal and reinstallation, or relocation on a time and materials basis. (b). PPA Provider will remove and replace the System from your roof while roof repairs under paragraph 4(a) above are being made for a payment of $65 per solar panel. You will need to provide storage space for the System during such time. Where permitted under the PPA, PPA Provider will work with you to conduct an audit of your existing property and new property to determine if a move is commercially feasible. This audit will cost $499. If PPA Provider determines that a move is commercially feasible, it will then move the System for an additional payment of $85 per solar panel. If we reinstall your System the Roof Warranty will restart at the completion of re-installation and run for ten (10) years from reinstallation. (c). If you want to return the System to PPA Provider under Section 14 of the PPA then PPA Provider will arrange to remove the System at no cost to you. PPA Provider will use methods in its exclusive discretion to return the roof to as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted.) You agree to reasonably cooperate with PPA Provider and its service providers in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you. . Notwithstanding the foregoing, where PACE financing was used to pay this PPA, the System may not be removed from the Property unless and until the PACE financing has been repaid in full and no amount due is outstanding except as specified in section 13.1 of this agreement.

Force Majeure: If PPA Provider or Property Owner is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, PPA Provider or Property Owner will be excused from whatever performance is affected by the Force Majeure Event, provided that: PPA Provider or Property Owner, as soon as is reasonably practical, gives you notice describing the Force Majeure Event; PPA Provider's or Property Owner’s suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, PPA Provider or Property Owner will arrange to make repairs); and None of PPA Provider's or Property Owner's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event."Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by PPA Provider's or Property Owner’s fault or negligence.

It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects PPA Provider's or Property Owner’s ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from PPA Provider's or Property Owner’s failure to have exercised reasonable diligence).

Power or voltage surge caused by someone other than PPA Provider, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by PPA Provider or Property Owner or under PPA Provider's or Property Owner’s control (not including the System - that is, defective or faulty components of the System are not a Force Majeure Event).

Limitations on Liability. No Consequential Damages

You may only recover direct damages including those amounts due pursuant to sections 2(c) and 6(c) under this limited warranty, and in no event shall PPA Provider or its agents or subcontractors be liable to you or your assigns for special, indirect, punitive, exemplary, incidental or consequential damages of any nature, except as otherwise provided in agreement or as covered by insurance maintained by PPA Provider. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Limitation of Duration of Implied Warranties. Any implied warranties, including the implied warranties of fitness for a particular purpose and merchantability arising under state law, shall in no event extend past the expiration of any warranty period in this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. Limit of Liability. Notwithstanding any other provision of this Limited Warranty to the contrary, PPA Providers total liability arising out of relating to this Limited Warranty shall in no event: For System Replacement: exceed the greater of (a) the sum of the PPA payments over the Term of the PPA; and (b) the original cost of the System; and For damages to your property: exceed one million dollars ($1,000,000). NOTICES All notices under this Limited Warranty shall be made in the same manner as set forth in the PPA to the addresses listed below:

To PPA Provider: LA Solar Group, Inc.

16238 Raymer Street, Unit B, Van Nuys, CA 91406

Phone: (855) 552-7652

To You: At the billing address in the PPA or any subsequent billing address you provide

1. Assignment and Transfer of this Limited Warranty

PPA Provider may assign its obligations under this Limited Warranty to a third party without your consent, which will not be unreasonably withheld, provided that any assignment of PPA Providers obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the entity which person who PPAs the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any entity person that who purchases the System from you or to whom you properly transfer the PPA. This Limited Warranty contains the parties; entire agreement regarding the limited warranty of the System. (PPA Provider Copy)

Property Owner

John Gauthier — John Gauthier (Signature) — 12 / 21 / 2020 (Date MM/DD/YYYY)

Contractor/Installer: LA Solar Group

Anthony Garay — Anthony Garay (Signature) — 12 / 28 / 2020 (Date MM/DD/YYYY)

Attachment 1

Notice of Three-Day Right to Cancel

Date of Transaction: 12 / 18 / 2020

You, the buyer, have the right to cancel this Contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to LA Solar at the LA Solar's place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this notice. Include your name, your address, and the date you received the signed copy of the Contract and this notice.

If you cancel, LA Solar must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to LA Solar at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract or sale. Or, you may, if you wish, comply with the LA Solar's instructions on how to return the goods at LA Solar's expense and risk. If you do make the goods available to the LA Solar and LA Solar does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to LA Solar, or if you agree to return the goods to LA Solar 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 the Notice of Cancellation, or any other written notice to:

LA Solar Group
16238 Raymer Street, Unit B, Van Nuys, CA 91406

not later than midnight of (Date) 12 / 21 / 2020

California Business and Professions Code Section Section 7159 requires that this form be signed and dated when the Contract is signed.

My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.

John Gauthier

John Gauthier

(Signature)

12 / 21 / 2020

(Date MM/DD/YYYY)

HELLOSIGN

Audit Trail

TITLE	Gauthier - Revised - TESLA / LASG Solar Lease - 25 Year - 0%
FILE NAME	John Gauthier Revised Contract .pdf
DOCUMENT ID	c55a66a807688fc19742b7f18b4c23181559b421
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**12** / **18** / **2020** 18:59:10 UTC-8	Sent for signature to John Gauthier (gauthier.j709@gmail.com) and Anthony Garay (anthony@teslaenergy.solar) from anthony@teslaenergy.solar IP: 73.90.135.102
VIEWED	**12** / **18** / **2020** 23:20:49 UTC-8	Viewed by John Gauthier (gauthier.j709@gmail.com) IP: 107.77.229.189
SIGNED	**12** / **21** / **2020** 09:57:25 UTC-8	Signed by John Gauthier (gauthier.j709@gmail.com) IP: 68.4.231.151
VIEWED	**12** / **28** / **2020** 16:52:33 UTC-8	Viewed by Anthony Garay (anthony@teslaenergy.solar) IP: 73.90.135.102
SIGNED	**12** / **28** / **2020** 16:52:47 UTC-8	Signed by Anthony Garay (anthony@teslaenergy.solar) IP: 73.90.135.102
COMPLETED	**12** / **28** / **2020** 16:52:47 UTC-8	The document has been completed.