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sunrun

Welcome to a planet run by the sun

TERRY FITZPATRICK

29470 Winding Brook Dr, Menifee, CA, 92584

[redacted]



Your Sales Representative

Jarred Alford

license ID: [redacted]

jarred.alford@sunrun.com

(951) 306-9711

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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.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: $178.60 per month, escalating at 3.5% per year; $0.00 due at installation.

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 Five-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.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five 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 fifth 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.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

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System overview

Produces approximately
11,280 kWh/yr

Includes
Panels and Inverters

Service coverage

25 years
90% Production Guarantee

The system will produce 90% of our estimate, or we pay you for the difference.

25 years **Parts, Labor and Workmanship**

If any part of the system breaks, we'll repair or replace it. If there's an issue with the installation, we'll fix it.

10 years **Solar Roof Fasteners**

*If you violate the terms and conditions of our agreement–including, but not limited to, tampering with the system–we may choose to revoke warranty coverage.

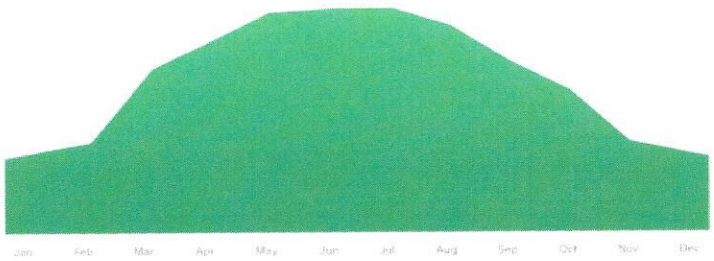
Our service cost and terms: We own the system and provide you with its electricity.

$0.19/kWh	$178.60/Month	3.5%	$0.00
Year 1 solar rate	Year 1 total monthly payment (includes $7.50 ACH discount)	Annual payment escalator	Deposit due today

Seasonality

Solar production typically peaks in the summer and dips in the winter.

Over the course of the year, the system is designed to produce 11,280 kWh



* This chart is for demonstration purposes only. System production may differ.

Billing

The solar energy system and your local grid work together to power your home.

THE SOLAR SYSTEM
Sunrun

Three ways to pay your bill

Your Sunrun bill stays the same each month*, even if you produce more solar energy than expected.

1. Autopay
2. MySunrun.com
3. Over the phone at 1-855-478-6786

UTILITY GRID
Your local utility

Your utility bill will vary based on how much utility energy you use and how much surplus solar energy you sell to the grid.

*For the first 12 months. Does not include taxes, if applicable, or $7.50 discount for auto-pay enrollment.

You can choose to stop receiving "prescreened" offers of credit from us and other companies by calling toll-free 888-567-8688. See prescreen notice below for more information.

Details

This agreement ("Agreement") is between you ("you") and Sunrun Installation Services, Inc. ("Sunrun", "we", "us", "our"), a Delaware corporation, for the purchase of solar electric energy. The Agreement is effective beginning the date on the Signature Page below (the "Effective Date") and includes all of the items that are part of this document, including the items that follow after the Signature Page (together, the "Agreement"). **Please read the entire Agreement and talk to your sales representative about any questions you have.**

If you sign this Agreement and decide to cancel prior to the commencement of any work at or near your property associated with installation, you can do so by sending a notice of cancellation to Sunrun Installation Services, Inc. at 717 17th St, Floor 5. Denver, CO 80202. You may also cancel by calling us at 1-855-478-6786 or e-mailing us at **cancellations@sunrun.com.** If you cancel after we have completed design drawings or submitted a permit associated with this Agreement, we'll charge you a processing fee of $0.00.

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WHAT IS THE SOLAR ELECTRICITY SYSTEM?

Sunrun will install a solar electricity system on your home (the "System"). We will own the System and provide you with the electricity. The System will include:

- Solar Panels (convert sunlight to electricity): manufactured by JA Solar, or similar.
- Inverter(s) (convert DC electricity to AC electricity): manufactured by SolarEdge Technologies, or similar.
- Associated racking, wiring, and electrical equipment (junction boxes, etc.)
- The specific make and model of the equipment will be available in your MySunrun app.

The Solar System will produce an estimated total of 11,280 kilowatt-hours (kWh) of electricity over the first 12 months of the Agreement, which means it will produce 109.00000000000001% of the power we estimate you currently use ("Estimated Future Usage"). The Estimated Future Usage is based on up to 12 months of past utility bills OR your home's square footage plus any adjustments you may have made to that estimate (for example, if you are planning to add more electric appliances to your home). There are a few important things you should know about the System and its energy production:

- The System's annual production estimates ("Estimated Production") are listed in Exhibit A.
- The System was designed to meet your Estimated Future Usage and is based on information you provided to us. If you use more energy than your Estimated Future Usage, then you may need to buy more electricity from your utility.
- The System will produce more electricity on sunny days and in the summer months. It will produce less energy on cloudy days and in the winter months and it will produce less electricity if panels are in the shade, dirty, or, covered in snow or leaves.
- **If available, you agree to take service from your utility's standard net energy metering service** ("NEM Service") for the life of this Agreement. NEM Service provides you credits (which vary by utility) toward your utility bill for electricity that the System produces but that you don't use at your house or store (if applicable) in the Battery, and may also include benefits for Sunrun. If your utility no longer offers NEM Service, you agree to use a substitute metering program as chosen by us at our sole discretion. In order for Sunrun to help you sign up for NEM Service, we may ask you to give us certain documents. If we don't receive the documents from you within seven (7) days of our request, we may charge you for any benefits that Sunrun lost because we didn't receive them in time.
- If you do not sign up for NEM Service, your estimated savings are no longer valid. Please note that NEM Service is a utility program and it may change at any time, even after you sign this Agreement, which could affect your estimated savings throughout the term of this Agreement.
- In the case of a utility power outage, the System will NOT provide backup power to your home unless the System includes a Battery. If the System includes a Battery, backup power will be provided as explained further on in this agreement.

HOW LONG IS THE TERM OF THIS AGREEMENT?

You agree to pay for the solar electricity created by the System for 25 years. The Initial term begins on the date the System is activated (the "Activation Date"), which requires permission from your utility, and ends 25 years after the Activation Date (the "Initial Term") unless renewed, cancelled, or otherwise terminated. Your termination options are explained below.

WHAT ARE MY COSTS AND WHEN WILL I RECEIVE MY BILL?

You can expect to receive your first monthly bill 30-40 days after your Activation Date. Here's how we calculate your monthly bill:

- Based on the System size, Estimated Production, and the product you selected, your monthly bill will be $178.60 per month for year 1 (and shall increase by 3.5% each subsequent year).
- If you pay by automated electronic check (ACH) in a given month, your payment for that month will be discounted by $7.50. **That means you'll pay a discounted price of $178.60 per month if you pay via ACH, or $186.10 per month without ACH, for the first 12 months of this Agreement.**

BILLING

- **You'll be billed every month on the anniversary of the Activation Date for the prior month of energy.** Your bill will come on a similar date each month. You'll receive your bill within ten (10) days following the end of the last billing cycle and your payment will be due the day before the next billing cycle begins. If you don't pay your bill on time, we can shut down the System, repossess the System, send you to collections, and/or flag non-payment on your credit report. We may charge you a 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; or (ii) the maximum amount permitted under applicable law. This late fee is not an interest charge, finance charge, or time price differential.
- You can pay via ACH, online, via your MySunrun app, mail us a check, or pay by phone. If you choose to pay by phone, we offer e-check options. There is a returned check fee of $25. You can call 1-855-478-6786 to pay by phone, or mail us a check at this address: Sunrun Inc. P.O Box 511612 Los Angeles, CA 90051-8167
- At any time, you may prepay all of the Monthly Payments during the remaining portion of the Initial Term ("Prepayment"). Prepayment equals the remaining Monthly Payments for the current and remaining years of the Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal); or (y) 5.0%. Sunrun's obligations under this Agreement will not change if you make such a Prepayment. Sunrun customer service can calculate and provide you the Prepayment amount at any time after the Activation Date.
- We reserve the right to update our billing systems from time to time and will notify you if your Monthly Payment due date or payment options change accordingly.
- If you have billing questions, please contact our Customer Care department at 1-855-478-6786.
- If the System design changes after our site audit, your Upfront Payment may change. If this happens, we will proceed as described in the "Home Upgrades" section below, which would require your consent.
- Your Upfront Payment is payable to "Sunrun Installation Services, Inc." by money order, or a check drawn on a United States bank account.
- Deposits are stored in a Sunrun Inc. general account and, if applicable, funds are returned directly from that account.

You don't own the System and it is not a permanent part of your home.

- You cannot sell, transfer, or dispose of the System in any way, because it belongs to Sunrun.
- You cannot assign any financial or legal obligation onto the System because you don't own it, including but not limited to liens, security interests, claims, mortgages, or deeds of trust.
- Sunrun will not file a lien on your home with the exception of a mechanic's lien. A mechanic's lien may be used by Sunrun or one of our contractors or subcontractors if you don't pay for goods or services pursuant to this agreement, or if Sunrun does not pay its subcontractor. We will remove any lien within 30 days from the date that we receive satisfactory payment and/or we will indemnify you from any liens placed on your home by one of our subcontractors.
- We do reserve the right to file a UCC Financing Statement on your home for this System, which would not be a lien; rather, it would enable us to assert our legal ownership of the system if necessary.

WHAT HAPPENS TO THE SOLAR INCENTIVES?

The System may be eligible for certain incentives, benefits, or credits (defined below) and we include the value of those incentives in the price we charge you. You agree to cooperate with Sunrun so that Sunrun receives System benefits since Sunrun owns the System.

- You agree to assign all Incentives to Sunrun, including (a) state, Federal and local incentives; and (b) energy credits stemming from the environmental attributes of the system, including but not limited to Renewable Energy Credits ("RECs"), Solar Renewable Energy Credits ("SRECs") and Carbon Credits (collectively, the "Incentives"), all of which are the environmental attributes of a system that are sold on secondary markets and help us monetize benefits for customers. All Incentives will be the sole property of Sunrun because Sunrun owns the system, which means that only Sunrun owns the right to claim the "clean energy" attributes for the energy produced.
- If you purchase the System from Sunrun, you'll own and be entitled to proceeds from any Incentives earned after the date you purchase the System from Sunrun.

HOW WILL THE SYSTEM BE DESIGNED AND INSTALLED?

As part of the installation process, we'll survey your home and provide you with a custom System design to review. After you approve the design, we'll apply for necessary permits, install the System, facilitate a final inspection, request permission from your utility to turn the System on, and we'll help you to activate the System. Here are the key details about the process:

Design

Once you approve the System design, you'll have five (5) business days to request a design change. If you don't request a change within this period, you'll be deemed to have approved the design. Sunrun will use commercially reasonable efforts to accommodate change requests. With your written, deemed, or verbal approval, installation may begin.

Survey and Potential for Home Upgrades

When we survey your home, we may find that your home requires additional work or upgrades to make it suitable for the System ("Home Upgrades"). For example, your main electrical panel may need to be upgraded to be able to handle the additional power from the System, or your roof may need to be changed to withstand the System's weight. If your home needs Home Upgrades, we'll provide you with written notice. You are responsible for the cost of any Home Upgrades; Sunrun cannot move forward with the installation, and may choose to cancel this Agreement if you don't agree to Home Upgrades required to make your home suitable for solar. If you choose to move forward with Sunrun, we'll all sign updated documentation that will be incorporated into this Agreement.

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 cancellation of the Agreement.

Permitting

Sunrun or our subcontractors will apply for the permits necessary for the installation of the System. Certain jurisdictions require homeowner signatures and/or permissions to apply for a permit. You agree to assist us in obtaining any permits or other documentation necessary to install the System. If required for your home, it is your obligation to secure HOA approval to install the System.

Installation

We'll confirm an installation date with you in advance. We'll install the System using our qualified and licensed employees or subcontractors in material compliance with all local requirements. It generally takes one (1) day or less to install the System, but factors like inclement weather and delays created by local permitting authorities may slow things down.

Inspection

After we install the System, we'll work with your municipality to complete a final inspection.

Turning on the Equipment

We'll submit all necessary paperwork to your utility to receive permission to operate ("PTO") the System. After we receive PTO, we'll activate and turn on the System (the "Activation Date"). We cannot promise whether or when the utility will provide PTO because this is something that the utility controls. If you're concerned about how long it is taking to achieve PTO, we recommend you call the utility directly. **YOU ARE NOT ALLOWED TO TURN ON THE SOLAR SYSTEM OR USE THE SOLAR SYSTEM UNTIL WE INFORM YOU THAT IT'S TIME, AND WE ARE NOT ALLOWED TO LET YOU KNOW IT'S TIME TO TURN IT ON UNTIL THE UTILITY HAS GIVEN PERMISSION TO OPERATE. YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE EQUIPMENT.**

Use of Subcontractors

At our sole discretion, we may use subcontractors to perform or assist us in designing, permitting, installing, or maintaining the System. If we use subcontractors to install the System, we'll provide you with their names and license numbers upon request.

WHAT MUST I DO AFTER I SIGN THIS AGREEMENT?

- You must give our employees and subcontractors, and your local permitting inspectors, access to your home, including, but not limited to: your roof, the property on the sides of your home, and your garage. Access is needed to perform surveys, installation, and ongoing repairs and maintenance. We will give you reasonable notice when we need to access the home and will attempt to only do work during normal business hours.
- You must provide us with power and water for use during installation of the System.
- For an additional charge, if we deem it necessary or at your request, you agree to give us the right to install an animal guard with the System. This guard will protect the System from pests or rodents that could damage components of the System.
- You agree that we can install energy production and consumption monitors on your home. These help us monitor your usage and System performance. You'll be responsible for any damage to the production monitor or consumption monitor that is caused by you or any other person unrelated to Sunrun.
- You will give us access to the data that is required to monitor the System, including your solar and Utility meter data and your energy monitoring data. You agree to allow us to combine information (such as your name and address) with the System performance and usage data (the "Data") so that we can properly monitor and maintain the System. You agree to allow us to transfer the Data to the nonprofits Solar Rights Alliance and Solar United Neighbors. We'll never sell any personally identifiable information without your express consent, and we agree to abide by our Privacy Policy, which is subject to change.
- You agree to maintain an internet connection, which is required for Sunrun to collect the data from the System. If your internet connection is dormant for more than 90 consecutive days, the Performance Guarantee (defined below) in this Agreement will be invalidated during the applicable two-year period because we won't have the ability to monitor the System's performance.
- You agree that your home will remain connected to your Utility for the Initial Term and any Renewal Terms, and that you'll notify Sunrun prior to changing your Utility.
- You agree that the System will be used primarily for household purposes and not to heat a swimming pool.
- You agree to keep the System clear of any obstructions that will impact the System's production of energy. Obstructions will impact System performance and will thus void the Performance Guarantee, and we will not compensate you for any lost energy production stemming from the obstructions.
- You agree to trim trees and other foliage, or remove anything else that could block the System.
- You agree not to add obstructions to your roof, such as a new fireplace or air conditioning vent, that will block the System or impact the Estimated Production.
- You understand that dust or other soiling of panels can reduce the System's performance and you agree to safely hose down the panels as needed.
- Sunrun will not compensate you for underperformance due to dirty panels or obstructions described above.
- **You must NOT tamper with the System. Doing so will void the warranty and service obligations and could put you at serious risk of bodily injury or death.**
- Aside from careful and safe removal of dust or other obstructions from the panels, you may not remove, relocate, alter, tamper with, or damage the System or associated meters and/or monitors at any time.

- If you remove or tamper with the System such that it voids the Incentive(s) associated with the System, you're responsible for refunding Sunrun those costs. If this happens, Sunrun will notify you and you agree to pay us within 30 days of such notification.
- **If you think the System is broken, underperforming or has been stolen, you agree to call us promptly at 855-478-6786 or contact us by email at customercare@sunrun.com.** We'll use commercially reasonable efforts to fix any issue covered by our warranties. You agree NOT to attempt to repair the System. If you make any modifications, improvements, revisions, or additions to the System, they will become part of the System and shall be Sunrun's sole property.
- You agree to carry insurance covering damage to your Home, including damage resulting from the System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the System will impact your existing coverage and if additional insurance is required.
- If you need the System to be physically removed for any reason, you must arrange removal with Sunrun or a contractor that we pre-approve to perform the work. You can have the System removed and reinstalled at your current home, but you can't remove and reinstall the System on a different home. Sunrun's cost of System removal and reinstallation will be adjusted periodically based on local market conditions. You will be charged the current cost for System removal and reinstallation at the time you need this service. To ensure that all parties involved are protected, you agree that any pre-approved contractor must carry a commercial general liability insurance policy of one million ($1,000,000) dollars or more per occurrence and name "Sunrun Installation Services Inc. and its successor or assigns", as additional insureds. Having a pre-approved contractor remove and/or reinstall the System will require them to remove our solar roof fasteners, and therefore voids the Solar Roof Fastener warranty and we won't assume any liability for their work.

HOW WILL SUNRUN CONTACT ME?

You agree to allow Sunrun, or one of our affiliates, to call and/or text you about the System installation and service at the phone number you have provided, even if you're on a national or state "Do Not Call" list. Calls may be sent using an automatic telephone dialing system. Messaging and data rates may apply.

- You also agree that Sunrun or its affiliates may call and/or text you about new products and services that may become available or for other marketing services, even if you're on a national or state "Do Not Call" list.
- Agreeing to be contacted by phone is optional. If you do agree, you may opt out at a later date.
- Please initial here to acknowledge that you have read, understood and accepted the above provision:

Agreed and accepted by: JS **(Initials)**

WHAT ARE SUNRUN'S OBLIGATIONS TO ME ONCE THE SYSTEM HAS BEEN INSTALLED?

We'll keep the System up and running and in material compliance with all applicable local regulations, provided that you're not in default of the Agreement. Most of our ongoing obligations to you take the form of a limited warranty, as described below. Please note we disclaim any express or implied warranties not in this Agreement and this Agreement is the final and only word on our warranty obligations.

Our Insurance

We provide comprehensive insurance for the System and its installation, which includes: (1) damage to and theft of the System; (2) commercial general liability insurance ("CGL") underwritten by Navigator Specialty Insurance Company (policy number LA20CGL230321IC); (3) worker's compensation insurance for all employees; (4) commercial automobile liability of at least one million dollars per accident covering both bodily injury and property damage; (5) excess liability insurance of up to one million dollars per occurrence; and (6) any other insurance required by applicable laws or regulation. **Our insurance DOES NOT cover your gross negligence or willful damage of the System.**

Solar Roof Fasteners

We warrant that the System roof fasteners, which include the holes we make and a 3 inch radius around them, will be watertight 10 years. We don't take responsibility for, and don't warrant, roof fasteners or penetrations made by someone other than Sunrun or one of our subcontractors. Additionally, this limited roof fastener warranty does not include the damage due to the normal wear of your roof, including the wear and tear of the roof that is under the System. This warranty does not cover damage resulting from mold, fungus or other organic pathogens, or from the shrinking or cracking of grout and caulking. You acknowledge that installing the System on your home may void your current roof warranty and that Sunrun assumes no responsibility if our work does so.

Performance Guarantee

We guarantee that the System will produce at least 90% of the estimated production over its lifetime. If the System produces less than this amount, we'll pay you for the difference at an agreed upon rate per kWh (see Exhibit A). We will audit the System's performance every 2 years and will automatically issue you a refund for the amount of energy not produced if the System's cumulative lifetime production is less than the 90% threshold. Past underproduction payments will be credited toward future payments; we won't double pay you for past underperformance. **If the System performs more than expected in any given year, we won't charge you for it. However, we'll calculate that overproduction towards the Performance Guarantee calculation.**

a. An illustrative example of how the Performance Guarantee calculation works is as follows: If we expect 20,000kWh over the first two years of the contract, the Performance Guarantee level will be 18,000kWh (20,000 kWh multiplied by 90%). If the System produces more than 18,000kWh, there is no payout. If the System produces 17,000kWh, you'll be paid for 1,000kWh (18,000kWh guaranteed minus 17,000kWh actual performance). If the payout was $0.10/kWh, you would be paid $100 (1,000kWh multiplied by $0.10/kWh).

b. In year 25 of the Agreement, the Performance Guarantee will be calculated over the last 12 months (vs. the last 24 months) because, at that point, there would only be 12 months left in the Initial Term since the last Performance Guarantee calculation.

c. **We won't pay the Performance Guarantee from underproduction that results from your failure to comply with your obligations under this Agreement,** if there is a grid outage that disables the System, if you cause or request the System to be shut down (for example, if you request the System to be removed and reinstalled) or from damage caused by foreign objects (such as golf balls).

d. Our Performance Guarantee is the sole obligation we have, and the sole representation we make, regarding actual and expected System performance.

Workmanship

Except as provided above, we offer a 25-year limited workmanship warranty, which protects you against any material defects associated with the installation of the System. During the Initial Term we'll, at our expense, repair or replace any material errors related to the work under this Agreement. Our workmanship warranty does not cover normal wear and tear, cosmetic issues (fading of paints and finishes), or damage resulting from mold, fungus, or shrinking and/or cracking of grout and caulking on the roof of your home.

Equipment Warranty

We'll provide any replacement parts, either new or refurbished, to keep the System in working order for the Initial Term of the Agreement and any subsequent renewal terms. Since equipment and technology change over time, we reserve the right to replace the current equipment with a functional equivalent, or better, when it breaks. Any replacement equipment will not reduce the guaranteed kWh output of the System.

Labor

At no additional cost, we'll perform any labor necessary to repair the System, as required by this Agreement, for the Initial Term.

NOTE: We don't repair, replace, or paint over equipment related to the System for cosmetic reasons, except in specific circumstances where HOAs require it.

ARE THERE ANY LIMITS TO THE WARRANTIES ABOVE?

We aren't responsible for performing service or repairs due to your negligence, acts of God, fire, flood, war, terrorism, or Force Majeure, or if someone other than Sunrun does work on any part of the System. Any of our warranty or service obligations under this Agreement are null and void in the following circumstances:

- Another party, including but not limited to another contractor or you, performs work on the System without express permission from Sunrun, or otherwise damages the System.
- An act of God, including but not limited to a hurricane, tornado or snowstorm, or fire, flood, war, or terrorism.
  - **Note: We do cover damage stemming from hail storms.**
  - Sunrun reserves the right to charge you for services performed due to fire, flood, war, terrorism, or acts of God, including but not limited to removing and reinstalling the System for roof repairs due to weather.
  - If an act of God, fire, flood, war, or terrorism destroys the system, your obligations, if any, become null and void.
- Foreign objects have damaged the System, such as golf balls.

GENERATORS

If you own a generator prior to the installation of the Equipment, you agree to keep the generator on a separate Transfer Switch from the System. If this is not possible at the time of installation, we may request additional work to your home or the generator. After installation of the System, you agree to the following: (1) not to alter the configuration of the generator and/or relocate it from the separate Transfer Switch; (2) not to install or use any additional generators or other technologies for the generation of electricity to your home's electrical panel; (3) not to install technologies to provide grid services, because these devices could interfere with the operation of the System. Violating this provision will (a) render you liable for any damages to the System, the generator, and your home, and (b) void Sunrun's warranty and service obligations under this agreement. At this time, you are prohibited from adding a generator after the System is installed. If you violate this Agreement by adding a generator after the System is installed, (a) you will be responsible for any damages to the generator, the System, related batter(ies), if any, and any wiring or appliances in the home, and (b) Sunrun's warranty and service obligations under this agreement will be voided.

Can I Buy the System?

If you desire to own the System at some point during the Initial Term or any renewal terms, you can purchase the System at any of the following points in time (a) anytime during the 6th year of the Agreement, (b) when you move, (c) anytime during the 20th year of the Agreement, (d) anytime during the 25th year of the Agreement.

- If you intend to purchase the System, you must notify us in writing within 60 days of any of the events above, and pay for the System within 30 days of receiving an invoice from Sunrun for the purchase price.
- The Purchase Price will be the Fair Market Value ("FMV") of the System as determined by an independent appraiser, and will be based on the value of similar, in-service systems in your state and utility. The FMV will take into account the System's age, location, size, and other market conditions including equipment, current and future energy prices, and estimated operations and maintenance costs. In addition, if the System is purchased prior to the fifth (5th) anniversary of the Activation Date, the FMV will include the value of any lost federal tax credits.
- If you purchase the System from Sunrun, you will be solely responsible for monitoring and maintaining it, unless you enter into a separate agreement with Sunrun to perform these services at your expense.

WHAT HAPPENS AT THE END OF THE INITIAL TERM OF THIS AGREEMENT?

PLEASE REVIEW THIS SECTION CAREFULLY

We will give you 90 days notice of this Agreement term end and your end of Agreement options, including the cost of renewing or purchasing the System. **If you don't give us written notice indicating which option you choose 30 days before your Agreement terminates, we'll automatically renew your Agreement for 5 years.**

The Solar System. The solar portion of this Agreement will be renewed at a 10% discount to the prevailing rate of your local utility or its successor and increase 3% every 12 months.

In the event of default. If you're in default of this Agreement at the end of the term, or if we foresee other issues with extending the Agreement another 5 years, we will NOT automatically renew your contract. After the initial 5 year renewal period, any successive auto-renewals will carry a 3% price increase every 12 months.

Other end of term options. The notice we send you before the end of your Agreement term will include your end of term options, including (1) renewing your Agreement; (2) purchasing the System; or (3) asking us to remove the System at no additional charge.

If you sell your home, refinance, or if your home is foreclosed on, we'll work with you and the buyers, banks, and others involved in the situation. Our mutual obligations and rights in these situations are as follows:

Selling your home: If you sell your Home, you may transfer all rights and obligations under the 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 to assume the Agreement.

- If the new owner doesn't meet Sunrun's credit requirements, they can still assume the Agreement if either of the following apply: (1) they qualify for a mortgage to purchase the Home or purchase the Home in cash; (2) payment to Sunrun of a $250.00 credit check exemption fee, by either you or the new owner.
- If the new homeowner does not agree to assume the Agreement, or if they don't qualify based on any of the above criteria, you are required to purchase the System.

Refinancing: If you refinance your home, we'll provide reasonable cooperation at no cost to you, including completing paperwork related to the Agreement as reasonably required by your lender.

Foreclosures: If your home is foreclosed on, you are in default of this Agreement and the Agreement will automatically terminate. In this scenario, we'll have the right to remove the System without notice or ask you to purchase the System. If another entity takes possession of your home, they will have the option to request that we remove the System within 90 days of when they assume possession of your property, assume the terms of this Agreement or renegotiate this Agreement on materially equivalent terms to this Agreement. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) also agree, that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/policies covering the Home. If your home is financed by a Fannie Mae loan, please review Fannie Mae Selling Guide Chapter B2-3 available at www.fanniemae.com, for more information.

LIABILITY, CONTRACT TERMINATION AND ASSIGNMENT

This agreement limits our liability to $1 million. We are not responsible for indirect damages, (e.g.: if your loss of power results in food going bad in your refrigerator).

- NOTWITHSTANDING ANY BREACH OF THIS AGREEMENT, ANY FAILURE OF THE SYSTEM, OR ANY NEGLIGENT ACT THAT CAUSED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) TO ANYONE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU AGREE THAT, **UNLESS SUCH INJURY OR LOSS WAS CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL INJURY, SUCH PARTY'S LIABILITY ARISING OUT OF OR RELATING TO (1) SYSTEM REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE DEFAULT PAYMENT, AS THAT TERM IS DEFINED BELOW, AND (2) DAMAGE TO PERSONS AND PROPERTY, SHALL IN NO EVENT EXCEED $1,000,000.** YOU AND WE AGREE THAT THIS AMOUNT IS A FAIR REPRESENTATION OF THE DAMAGES THAT YOU OR WE EXPECT TO INCUR IN THE CASE OF ANY INJURY OR LOSS HEREUNDER.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE MAY BRING A CLAIM AGAINST THE OTHER PARTY OR SUCH PARTY'S AFFILIATES, OWNERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELATED PARTIES") FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. **YOU FURTHER AGREE THAT NO CLAIM, LAWSUIT, OR ANY OTHER LEGAL OR ARBITRATION PROCEEDING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM, OR AS LIMITED BY APPLICABLE LAW.**

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.

Default Payment and other remedies.

If this Agreement is terminated or cancelled for any reason, other than if this Agreement is cancelled pursuant to the Notice of Cancellation, terminated pursuant to this Agreement, including due to a Lessor Default or a Force Majeure Event, you agree to pay us an amount equal to the sum of the remaining Monthly Payments due to us during the Term, discounted by five percent (5%) per year, loss of incentives from the System and System Interests, amounts you owe us, our reasonable attorney's fees, and our other costs and losses including costs of removal of the System, plus any applicable taxes (collectively, the **"Default Payment"**). After you pay us the Default Payment, we'll transfer ownership of the System to you on an "As Is, Where Is" basis; provided that we'll retain all rights to the System Interests. **YOU AGREE THAT THE DEFAULT PAYMENT FAIRLY REFLECTS THE VALUE OF THE SYSTEM AND IS A FAIR REPRESENTATION OF THE DAMAGES AND LOSSES THAT WE MAY INCUR AS A RESULT OF A CUSTOMER DEFAULT.**

In addition, if you default on your obligations described above in this Agreement, Sunrun may, subject to any cure rights provided in this Agreement or under applicable law, disconnect the System and/or enter the Home and remove the System. We will provide at least fifteen (15) days' advance written notice of our intent to disconnect the system.

By signing this agreement, you waive your right to bring a class action lawsuit against Sunrun and our partners. You agree to settle any legal disagreements confidentially via binding arbitration in the nearest AAA (arbitration services provider defined below) jurisdiction to your home. The details of how this works are as follows:

ARBITRATION OF DISPUTES AND CLASS WAIVER:

Unless legally prohibited, you and we mutually agree to settle any Dispute related to this contract in good faith via mediation, which will be administered by the American Arbitration Association ("AAA") with a mediator selected from the AAA National Roster of Mediators. **If we cannot settle within 60 days of the initial mediation session, either party may elect to require to resolve our Dispute via binding arbitration.** Our binding arbitration will be administered by the AAA before a sole arbitrator in accordance with AAA's Consumer Arbitration Rules. Judgment on the arbitrator's decision may be entered in any court that has jurisdiction on the dispute. You and we mutually agree to keep the arbitration proceedings and submissions confidential as well your customer account information confidential. You also agree to bring claims against us only in your individual capacity.

YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY. We will pay the cost of initiating any arbitration proceedings, regardless of who prevails. If the arbitrator finds in your favor, we'll pay your attorney's fees and expenses of travel to the arbitration.

What is mediation?

Mediation is an informal negotiation assisted by a neutral third party (the mediator). Pursuant to the Parties' Agreement, mediation is a precondition to any arbitration.

What is arbitration?

An alternative to a court case. In arbitration, a third-party arbitrator ("TPA") resolves "Disputes" in a hearing. It is less formal than a court case.

Is arbitration different from court and jury trials?

Yes. The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. The arbitrator's findings are binding, and courts rarely overturn arbitration awards.

Who does this cover?

You, us, and certain Related Parties (defined above). Either you or we may, after the required mediation and without the other's consent, elect to resolve disputes by binding arbitration.

What does this cover?

All Disputes (except certain Disputes about this clause). This governs all disputes that would usually be decided in court and are between us (or any Related Party) and you, including without limitation all claims related to or arising out of this Agreement, the System or our relationship with you ("Disputes"). Disputes include claims related to amendments, Disclosures, Change Orders, collections, privacy and Customer Information, claims related to the validity of this Agreement, AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.

Who handles the mediation and arbitration?

American Arbitration Association ("AAA"). The arbitration company will be the AAA, 1.800.778.7879, www.adr.org.

What are the rules of the arbitration?

Those in this clause along with the AAA Rules. Arbitrations are conducted under this Clause and the applicable AAA Active Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the AAA Consumer Arbitration Rules pursuant to the Consumer Due Process Protocol, which set forth certain protections to you (including a maximum filing fee). Any other arbitration rules that conflict with this Clause don't apply.

Where will the arbitration hearing be held?

In your hometown area. If the Parties don't agree to the locale where the hearing is to be held, the AAA will determine the location of the hearing. You can find more information in the AAA Policy on Consumer Arbitrations, which is available here - https://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf.

Can Disputes be brought in court?

Sometimes. Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. Neither you nor we waive the right to arbitrate by using self help remedies, such as repossession or by filing an action to recover the system, deficiency balance, or for individual injunctive relief.

Are you giving up any rights?

Yes. For Disputes subject to this clause, you give up your right to:

- have juries decide Disputes

- have courts, other than small-claims courts, decide Disputes.
- serve as a private attorney general or in a representative capacity.
- join a Dispute you have with a dispute by other consumers.
- bring or be a class member in a class action or class arbitration; and have a jury trial.

Can you or another consumer start class arbitration?

No. AAA is not allowed to handle any Dispute between the Parties on a class or representative basis. All Disputes subject to this clause must be decided in an INDIVIDUAL arbitration. This clause will be void if a court rules that the TPA can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.

What law applies?

The Federal Arbitration Act ("FAA"). This Agreement involves interstate commerce. THUS, the FAA governs this clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Will anything you do make this clause ineffective?

No. This clause stays in force even if you: (1) cancel this Agreement; (2) default, renew, prepay, or pay the Agreement in full; or (3) go into or through bankruptcy.

Will this clause survive termination of this Agreement?

Yes. This clause will remain in effect for Disputes that commence even after the Agreement has terminated.

BY INITIALING, YOU AGREE TO ARBITRATION AND WAIVE YOUR RIGHT TO A JURY TRIAL. YOU ALSO WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Agreed and accepted by DS JH ___ (Initials)

You agree to indemnify us if you breach this Agreement. Additionally, if there is a Force Majeure event, we're not responsible for delaying or not performing our obligations under this Agreement.

Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, advance expenses, and hold harmless Sunrun and our Related Parties (defined above) from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature in connection with, arising out of, or in any way related to your breach of this Agreement, your negligence or willful misconduct, or your violation of law. Your indemnification obligations under this section shall not apply if the harm or damage that is the basis for such claim occurred while one of our employees or agents was at your Property and such harm or damage was caused by the negligence or willful misconduct of such employee or agent.

Force Majeure.

Sunrun is not responsible for any delay or failure in the performance under this Agreement 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. These include acts of God, war, riot, terrorism, or a strike, a pandemic or epidemic, a lockout, an act of government (e.g., lockdown), or significant labor dispute.

We agree to provide each other written notice as it relates to this Agreement, including to resolve any disagreements we may have with you.

Written Notice & General Correspondence.

- All notices, demands, or requests related to this Agreement must be in writing and will be sent to you at your 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:

Sunrun Inc.
Attn: Legal Department
225 Bush St, Suite 1400
San Francisco, CA 94105
Phone: 855-478-6786
Email: customercare@sunrun.com

PRESCREEN & OPT-OUT NOTICE:

- Prescreen and Opt-out Notice: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from us and other companies, call the Consumer Reporting Agencies toll-free at 888.567.8688; or write to Experian Opt Out, P.O. Box 919, Allen, TX 75013; Transunion Name Removal Option, P.O. Box 595, Woodlyn, PA 19094; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123

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 your Home is located, without regard to any conflicts of laws principles thereof.
- 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.
- IT SHALL NOT BE LEGAL FOR THE SELLER (LESSOR) TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED (LEASED) UNDER THIS AGREEMENT.
- 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.

This Agreement is binding. If one part of the Agreement is voided, the other parts of it still stand and are enforceable.

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

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.

Sunrun has the sole right to assign, lease, sublease, or transfer the System and this Agreement, in whole or in part, along with the associated rights and any obligations, to a third party for any purpose and without your consent. There are two main reasons we would assign this Agreement to someone other than an affiliated entity: (1) because you're in default; or (2) if there were a corporate merger, acquisition, or financing event, including an asset sale.

- If we assign the Agreement, we'll continue to maintain the System until you receive written notice otherwise.
- You may only assign this Agreement if you transfer ownership of or sell your home, at which times you may assign your obligations under this Agreement to the new homeowner.

Each of us has the right to terminate this Agreement under the following circumstances:

- Sunrun can cancel the Agreement at our sole discretion, including but not limited to circumstances where (a) you're in default of your obligations under the Agreement, (b) estimates of the System's solar energy production materially change at any point prior to installation, whether due to our calculations via the National Renewable Energy Laboratory PVWatts Calculator or due to conditions you have concealed, (c) you delay making your home ready and safe for the work to occur within 5 business days; (d) you otherwise cause your installation to be delayed for more than 30 days, (e) you don't sign up for NEM Service or other requisite incentives, (f) cellular or internet service significantly decreases before installation, (g) prior to installation, if there are any changes or proposed changes to your Utility tariff (including but not limited to NEM Service compensation and term), or (h) prior to installation, the System fails to qualify for any expected incentives (including incentives based on your household income or similar criteria). If Sunrun exercises its right to cancel under this section, it will notify you in writing before cancellation is effective, and you will have no remedies at that time.
- Sunrun has the right to revoke this offer if you don't accept, sign, and send the Agreement back to us within 10 days of us presenting it to you.
- **You are entitled to cancel this Agreement prior to the day that we begin installation work at your home.** Additionally, you have the right to cancel this Agreement if (a) we materially fail to perform the work under this Agreement and don't correct the issue(s) within 90 days, (b) Sunrun requires additional work or a change order to complete your installation, but you don't agree to completing and/or paying for said work, (c) you have fulfilled all of your obligations under this Agreement but Sunrun has not completed installation within 180 days of the Effective Date below.

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 2/6/2021 (the "Effective Date"). The Effective Date is the date on which the last Party signed this Agreement.

Your signature below indicates that (a) you're 18 years of age or older, (b) you're 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, (c) that you have been advised on your rights to cancel this agreement, and (d) that you have read, understood, and accepted the provisions set forth in this contract.

You also understand that if you do not give us a written request on which end of term option you choose 30 days before your Agreement terminates, we will automatically renew this Agreement for 5 years.

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.

Agreed and accepted by: DocuSigned by: Terry Fitzpatrick 0AFA33A67B76425... Terry Fitzpatrick

Agreed and accepted by (optional): DocuSigned by: Katherine Fitzpatrick 0AFA33A67B76425...

Date: 2/2/2023

Print Name: Katherine Fitzpatrick

Sales Consultant

Signature: DocuSigned by: Jarred Alford 4F3101D440BF4BD...

Print Name: Jarred Alford

Sunrun ID Number: 1866197366

State Sales Registration Number: 129618 SP

Corporate Signatu

Signature: DocuSigned by: Paula Infante 0F40E1BFEE274C5...

Print Name: Paula Infante

Date: 2/6/2023

Title: Project Operations