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RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT

Customer Name and Contact Information:

Name(s) Richard Dietz

Address 27394 Onlee Ave
Santa Clarita CA 91350

Home Phone 6612965923

Cell Phone 6612965923

E-Mail radcoach74@yahoo.com

Transaction Date 2016-03-29

Sevice No.

Approximate Start and Completion Date
2016-09-25

Installation Location
27394 Onlee Ave
Santa Clarita CA 91350

$0
Up-Front Cost

$.15
Energy Price ($/kWh)

20yrs
Initial Term

Our Promises

+ We will design, install, maintain, repair, monitor, and insure the System at no additional cost to You.
+ We warranty all of Our work for the initial 20-year term.
+ Your Energy Price will not increase by more than 2.9% per year.
+ We will fix or pay for any damage We may cause to Your Property or belongings.
+ We will not place a lien on Your Property.
+ You are free to cancel any time prior to Our commencement of installation work at Your Property.
+ The Energy Price includes a $5 monthly discount for paying by automatic debit from Your bank account.
+ You will not be responsible for any property tax assessed on the System.

Your Commitment

- Pay for the Energy produced by the System.
- Keep Your roof in good condition throughout the Term.
- Respond to Our sales and support teams when scheduling and completing paperwork.
- Maintain a broadband internet connection.
- Continue service with Your Utility for any energy used above and beyond the System's production.

At the End of Your Initial Term

- You can renew the Agreement for a subsequent term;
- You can purchase the System; or
- You can request that We remove the System at no additional cost.

If You Move

- We guarantee You can transfer the Agreement to the new owner, regardless of credit rating;
- You can prepay the Agreement;
- You can relocate the System to Your new home; or
- After the sixth anniversary, You can purchase the System.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE.

YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE 888.567.8688. SEE PRESCREEN & OPT-OUT NOTICE BELOW FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.

The Notice of Cancellation may be sent to this address
3301 Thanksgiving Way, Suite 500 Lehi, UT 84043

support@vivintsolar.com | vivintsolar.com
Phone 877.404.4129 | Fax 801.765.5758

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RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT

This RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT (together with all documents expressly incorporated herewith, this "*Agreement*") is entered into on the Transaction Date set forth above, by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company (together with Our successor and assigns, "*Seller*", "*We*", "*Us*", "*Our*") and the undersigned CUSTOMER(s) (together with Your successors and permitted assigns, "*Customer*", "*You*", "*Your*"; together with Us, the "*Parties*", and each, a "*Party*").

1. Design, Installation, and Activation.

(a) Description of the project and description of the significant materials to be used and equipment to be installed. We will design, install, service, and maintain a solar photovoltaic system on Your home at the installation location described above (the "*Property*"), which will include all solar panels, inverters, meters, and other components (collectively, the "*System*"), as further described in the Customer Packet that We will provide to You hereafter. Material portions of the System generally will be installed by Our employed technicians and electricians. If We use subcontractors, We will provide You with their names and license numbers if required by applicable law. With Your cooperation, We will (i) design, install, and connect the System in material compliance with all applicable laws; (ii) complete all required inspections; and (iii) obtain all required certifications and permits. In order to design a System that meets Your needs, You agree (1) that We may obtain Your electrical usage history from Your electric utility provider (the "*Utility*"); (2) to provide Us with copies of bills and other information from Your Utility; and (3) to enter into and execute any interconnection or other agreements that may be required by Your Utility. We will design and install the System at no cost to You, other than the Energy Price. We agree to maintain Your Property free of trash during installation, and will clean up any materials or debris after installation.

(b) Approximate Installation Start and Completion Date. Subject to the delays of permitting authorities, weather, and other conditions outside Our control, installation of the System generally takes one (1) day and is anticipated to start and be substantially complete no later than the dates described above.

(c) Activation. After installation, inspection, and receipt of all necessary approvals relating to the System, We will request interconnection of and permission to operate the System with the Utility. Although We will promptly request interconnection and permission to operate the System, We cannot promise or guarantee the date such permission will be received from the Utility. After We receive the Utility's permission to operate, We will activate the System and cause it to generate Energy, measured in kilowatt hours ("*Energy*"). Energy does not include the System Interests. YOU ARE NOT ALLOWED TO TURN ON THE SYSTEM UNTIL WE NOTIFY YOU THAT THE UTILITY HAS GIVEN ITS PERMISSION TO OPERATE. PURSUANT TO SECTION 7(b), YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE SYSTEM.

2. Term and Renewal.

(a) Term. This Agreement is effective as of the Transaction Date and shall continue until the twentieth (20th) anniversary of the In-Service Date (together with any renewal term described in Section 2(b)(ii), the "*Term*"). The "*In-Service Date*" shall be the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy; (ii) all permits, inspections, and approvals necessary to operate the System have been obtained; and (iii) the System has been interconnected with the Utility and received permission to operate.

(b) End of Term. *(i) Your Options.* At the end of the Term, so long as there is no Customer Default ongoing, You may elect to: (1) continue with this Agreement for a renewal term of five (5) years at the Renewal Price (as described in Section 2(b)(ii)); (2) purchase the System (as described in Section 2(b)(iii)) and this Agreement will automatically terminate; or (3) have the System removed at no cost to You (as described in Section 2(b)(iv)) and this Agreement will automatically terminate. No more than sixty (60) nor less than thirty (30) days prior to the end of the Term, We will send to You notice concerning Your end of term options, including the renewal, purchase, and cancellation forms. If You do not elect any of these three options, this Agreement will automatically renew on a year-to-year basis (as described in Section 2(b)(v)). *(ii) Renewal Option.* The renewal form will set forth the new Energy Price for

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the renewal term based on Our assessment of the then-available market information and Our determination of the then-current fair market value of the System (the "*Renewal Price*"). If You elect the renewal option, then We will need to receive Your completed renewal form not less than thirty (30) days prior to the end of the Term. If You choose not to renew, then You may elect (under Section 2(b)(i)) to purchase the System or to have the System removed at no cost to You. *(iii) Purchase Option.* The purchase form will set forth the Purchase Option Price. The "*Purchase Option Price*" will be the then-current fair market value of the System as determined by an independent appraiser's valuation of similarly sized photovoltaic systems in Your geographic region. We will provide the valuation to You in writing and it will be binding. If You elect the purchase option, then We will need to receive Your completed purchase option form, Your payment of the Purchase Option Price, costs of the appraisal, applicable taxes, and all other amounts then owing and unpaid hereunder not less than thirty (30) days prior to the end of the Term. Upon receipt of the foregoing, We will transfer ownership of the System to You on an "As Is, Where Is" basis. *(iv) Removal Option.* If You elect the removal option, then We will need to receive Your completed removal form and all amounts then owing and unpaid hereunder not less than thirty (30) days prior to the end of the Term. After which, We will remove the System from Your Property within ninety (90) days after the end of the Term. *(v) Automatic Renewal.* IF YOU DO NOT NOTIFY US OF YOUR ELECTION BY SENDING THE APPLICABLE COMPLETED FORM TO US EITHER BY E-MAIL OR U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS AT TEN PERCENT (10%) LESS THAN THE THEN-CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE RENEWAL TERM. YOU AND WE AGREE THAT SUCH ENERGY PRICE DURING AN AUTOMATIC RENEWAL TERM FAIRLY REFLECTS AND IS A REASONABLE ESTIMATION OF THE FAIR MARKET VALUE OF THE ENERGY PRODUCED BY THE SYSTEM.

3. Price and Payment.

(a) Sale of Electricity. *(i) Sale.* This Agreement is for the sale of energy by Us to You and not for the sale of the System, the System Interests (as such term is defined in Section 4(i)), or a solar energy device. Beginning with the In-Service Date, We will sell to You and You will buy from Us all of the energy produced by the System. *(ii) Price.* For all Energy produced by the System, You shall pay Us the Energy Price set forth above, PLUS APPLICABLE TAXES. On each anniversary of the In-Service Date, the Energy Price shall increase by two and nine-tenths percent (2.9%). (This percentage may not measure the overall cost of financing this Agreement.) *(iii) Delivery.* Title to and risk of loss with respect to the Energy shall transfer from Us to You at the point where the System is interconnected with Your Property's electrical wiring. Energy from the System will be delivered to You in compliance with all requirements of the Utility. A good faith estimate of the System's annual Energy production will be provided to You in the Customer Packet; *provided* that We reserve the right to modify the size of the System at the time of installation as required by applicable law or in Our reasonable discretion. *(iv) Limits on Obligation to Deliver.* We are not a utility or public service company and do not assume any obligations of a utility or public service company to supply Your energy requirements. We are not subject to rate review or other utility or public service company regulation by governmental authorities. During the Term, You understand that You may require more electricity than the System may generate. If You need any such additional energy, then You shall be solely responsible to obtain such energy from the Utility at Your cost. OTHER THAN AS EXPLICITLY SET FORTH ON EXHIBIT B, WE DO NOT WARRANT OR GUARANTEE (i) THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD, (ii) ANY COST SAVINGS, OR (iii) THE EXISTENCE OF OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR UTILITY OR GOVERNMENT INCENTIVE PROGRAM. UTILITY RATES AND UTILITY RATE STRUCTURES ARE SUBJECT TO CHANGE. THESE CHANGES CANNOT BE ACCURATELY PREDICTED. PROJECTED SAVINGS FROM YOUR SYSTEM ARE THEREFORE SUBJECT TO CHANGE. TAX INCENTIVES ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE OR REGULATORY ACTION.

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(b) Payments. *(i) Invoicing.* Beginning with the first (1st) month following the In-Service Date and each month throughout the Term, We will send to You an invoice reflecting the charges for the Energy produced by the System. If the System is not reporting Energy production to Us, We may charge You the Shutdown Payment (as such term is defined in Section 6(a)). All payments are due within ten (10) days of the invoice date. *(ii) Payment Methods.* You shall make payments to Us by (1) automatic payment deduction from Your designated checking account, (2) automatic charge to Your credit card, or (3) personal check. It is Your responsibility to ensure that there are adequate funds or an adequate credit limit. *(iii) Account Debit Discount*. The Energy Price and all other payments in this Agreement will include a Five Dollar ($5) monthly discount if You allow Us to automatically debit Your checking account. You will not receive such Five Dollar ($5) monthly discount if You choose to pay by any means other than automatic debit from Your checking account (*e.g.*, credit card or check). *(iv) Late Payments.* **For all payments more than fifteen (15) days past due, or any returned check, We may impose a charge up to Fifteen Dollars ($15), but not to exceed the maximum amount allowed under applicable law. You agree that Your monthly payments, as well as any charges incurred by You as described in this Section 3, may be electronically debited automatically from Your checking account or charged to Your credit card.** If You continue to fail to make any payment within fifteen (15) days after We give You written notice, then We may exercise all remedies available to Us pursuant to Section 6(b)(ii). *(v) Unconditional Payment.* You agree that the obligation to pay any amount due under this Agreement shall be absolute and unconditional, and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment, or reduction. You and We agree that all amounts payable by You hereunder shall be payable in all events including by Your successors, and permitted assigns. Except for Your right to terminate under the Notice of Cancellation or after a Seller Default (as such term is defined in Section 6(b)(iii)), and to the fullest extent permitted under applicable law, You hereby waive all rights You may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

(c) Early Purchase Option. You have a one-time option to purchase the System on the sixth (6th) anniversary of the In-Service Date (the "***Early Purchase Option***"). You may elect to purchase the System by sending Us written notice no later than ninety (90) days after the sixth (6th) anniversary of the In-Service Date. The "***Early Purchase Option Price***" will be an amount equal to the greater of the Purchase Option Price and the Prepayment Price. The valuation will be provided to You in writing and will be binding. If You elect the Early Purchase Option, then We will need to receive Your payment of the Early Purchase Option Price, plus applicable taxes, and all other amounts then owing and unpaid hereunder not less than thirty (30) days thereafter. Upon receipt of the foregoing, We will transfer ownership of the System to You on an "As Is, Where Is" basis, and continue to operate and maintain the System pursuant to Section 4(a) of the Agreement.

4. Our Services.

(a) Operations and Maintenance. During the Initial Term of this Agreement, so long as no Customer Default (as such term is defined below) has occurred or is continuing, We will honor the limited warranty described below in Section 4(e), and during the entire Term, We will operate and maintain the System (i) at Our sole cost and expense; (ii) in good condition; and (iii) in material compliance with all applicable laws and permits and the Utility's requirements.

(b) Insurance. We carry commercial general liability insurance in the amount of $1,000,000 per occurrence, workers' compensation insurance in the amount of $1,000,000 per occurrence, and property insurance on the System (and Our other systems) in the amount of $50,000,000. For more information concerning Our insurance, please see Exhibit C.

(c) Risk of Loss; Casualty Losses. We shall bear all risk of loss with respect to the System, except for losses arising from the acts or omissions by You or Your licensees, guests, invitees, contractors, or agents or otherwise covered by Your insurance pursuant to Section 5(b). If the System is damaged or destroyed by fire, storm, flood, earthquake, or other disaster or accident (each, a "***Casualty Event***") fully covered by Our insurance, We will promptly repair or replace the damaged portions of the System as necessary to restore it to good working condition. If the System is damaged or destroyed by a Casualty Event not fully covered by Our insurance, We may, at Our option (i) repair and restore the System to good working condition; or (ii) terminate this Agreement and, at Your election, either convey the System in its then-existing

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condition, "As Is, Where Is", to You for no additional consideration or remove the System from Your Property.

(d) Disconnection of System. We may cause the System to be disconnected from any electrical facilities, including the Utility's facilities, if they require such disconnection or We are required to do so under applicable law, including (but not limited to) any disconnection directed by the Utility as part of a curtailment or other order or instruction.

(e) Limited Warranties. So long as You comply with Your obligations under this Agreement, under customary use and operating conditions, We warrant that: (i) for the Initial Term, the System will be free from material defects in design and workmanship, and We will repair any damage to Your Property or other belongings that We cause, except as limited by Section 5(g); and (ii) for ten (10) years after the In-Service Date, all rooftop penetrations We make in connection with installation will be watertight. To make a claim under this warranty, please contact Us at support@vivintsolar.com or 877.404.4129. We will repair or replace any damage or defective component, or correct any defective workmanship at no cost to You.

(f) Manufacturers' Warranties. We do not provide any warranty to You with respect to any component of the System. Any manufacturer's warranty is for Our benefit as owner of the System and is independent of the limited warranties described above in Section 4(e). The System's solar modules carry a minimum manufacturer's warranty of twenty (20) years as follows: (i) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (ii) during the first twenty (20) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. During the Term, We will enforce these warranties as owner of the System.

(g) Exclusions and Disclaimer of Warranties. The limited warranties set forth in Section 4(e) above, do not apply to and do not cover problems resulting from: (i) Your acts or omissions, including Your failure to abide by the terms of this Agreement; (ii) exposure to harmful materials and chemicals; (iii) any Force Majeure Event (as such term is defined in Section 6(d)); (iv) vandalism, theft, or tampering with the System by anyone; (v) damage caused by hail or ball strikes; and (vi) any other cause beyond Our reasonable control. Our warranty and maintenance obligations under Sections 4(a) and 4(e) may be transferred to a third party. EXCEPT AS SET FORTH IN THIS SECTION 4 AND EXHIBIT B, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 4(g) AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

(h) Metering. We will install performance meter(s) as needed to measure the Energy produced by the System (the "***Meter***"). We will collect System production and performance data from the Meter remotely or use Our personnel to collect such data. We will store such Meter data throughout the Term and provide it to You with access to it upon Your reasonable request. Our use and disclosure of data collected through the Meter is described in Section 7(l) below. You agree to allow Our personnel reasonable access to Your Property to collect such data. At Our discretion, We may test the accuracy of the Meter from time to time. If such testing indicates that the Meter is inaccurate by more than plus or minus five percent (±5%), then We will (i) repair and recalibrate the Meter, at no cost to You; and (ii) make retroactive adjustments to Your payments based on corrected Meter data for the period of such inaccuracy. If the Meter is inoperable for any reason, including Your failure to maintain working broadband internet or electrical connections, We may (1) charge You the Shutdown Payment, and/or (2) estimate any performance guarantee payment.

(i) The System and the System Interests. *(i) Our Ownership of the System and the System*

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Interests. We shall own and hold all property rights in (1) the System; and (2) any credits, rebates, incentives, allowances, tax benefits, or certificates that are attributed, allocated, or related to the System, the Energy, or environmental attributes thereof (collectively, the "***System Interests***"). You hereby disclaim and, if applicable, assign to Us any and all right, title and interest in the System and the System Interests that You may have at any time, whether arising under applicable law or otherwise, and You agree to execute all documents and instruments We reasonably request to carry into effect the terms and intent of the foregoing assignment and to otherwise cause Us to be the exclusive owner of the System and the System Interests. You shall have no property interest in the System or the System Interests except for (A) the Energy that the System generates, and (B) any credits or payments available under Your Utility's net metering program for the Energy that the System generates. You agree to keep the System and System Interests free from all liens, security interests, levies, attachments, and encumbrances of any type, and You acknowledge that none of the System nor any of its components nor any System Interests may be sold, leased, assigned, mortgaged, pledged, or encumbered by You. You shall indemnify Us against all losses, claims, costs and expenses (including attorneys' fees) incurred by Us in discharging and releasing any such lien, encumbrance, pledge, levy, or attachment arising by, under or through You. You agree to not take any action or allow any omission that could have the effect of impairing the value of the System or the System Interests. You shall immediately notify Us upon becoming aware of the occurrence or possibility of such impairment. *(ii) Personal Property Nature of the System.* Notwithstanding the manner in which the System is attached to Your Property, nor any fixture filing by Us, You and We hereby agree that the System and the System Interests shall remain Our sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty", as those terms may be defined by applicable law. It is further agreed that the installation of the System shall not be a repair, remodel, alteration, conversion, modernization of, or addition to, Your Property. *(iii) Notices of System Ownership.* We will not place a lien on Your Property. You authorize Us to make filings and recordings with relevant governmental authorities as may be necessary to provide notice of and to take security interest in Our ownership in the System and the System Interests, and Our right to access Your Property, including (without limitation) financing statements, UCC-1 financing statements and fixture filings. Upon termination of this Agreement, each such filing will be terminated. You understand that the System shall be marked and identified as Our property.

5. Customer Obligations.

(a) Representations and Warranties. You represent, warrant, and agree that each of the following is true and correct: (i) all information concerning You herein is true, correct, and complete; (ii) You are the only fee simple owner(s) of the Property (*i.e.*, You have full and exclusive ownership rights to the Property) or if Your Property has been placed into a trust, You are, or a signatory hereto is, the trustee with requisite authority to bind the trust under this Agreement; (iii) You own the roof on the Property and have the unrestricted right to install the System thereon; (iv) Your roof is in good condition and repair, without material defects, sufficient for Us to install the System; (v) You are at least eighteen (18) years of age; (vi) You have had the opportunity to review and discuss this Agreement with Our sales agent and any other advisor You may desire to consult; and (vii) if there is more than one signatory to this Agreement, each of You shall be jointly and severally liable under this Agreement. You understand that any mistake, misrepresentation, or omission in this Agreement made by You is a material breach of this Agreement and entitles Us to the remedies provided for in Section 6(b)(ii). We make no representations or warranties except as expressly set forth in this Agreement.

(b) Customer Insurance. You currently have and agree to maintain customary property and liability insurance with respect to Your Property.

(c) Existing Violations and Conditions. We shall not be held responsible for any existing violations of applicable building regulations or ordinances on Your Property, whether cited by the appropriate authority or not. We are not responsible for any preexisting conditions on Your Property. Prior to installation, You shall give to Us a copy of any easements, restrictions, or rights of way relating to the Property. If You do not do so, We will assume that none exist, and You shall be solely liable for any violation of such easement, restriction, or right of way.

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(d) Grant of Access. You hereby grant to Us and Our employees, agents, and contractors the right to access and use Your Property so that We may (i) perform a site survey, where We will take measurements of and inspect Your roof and Your home's electrical systems, (ii) install, operate, and maintain the System throughout the Term, (iii) enforce Our rights as to this Agreement and the System and the System Interests, and (iv) take any other action reasonably necessary in connection with the construction, installation, operation, maintenance, repair, or removal of the System. The foregoing rights of access to Your Property shall constitute a license coupled with an interest and shall be irrevocable for up to ninety (90) days after this Agreement terminates to provide Us with time to remove the System at the end of the Term. We shall give You reasonable notice prior to accessing Your Property.

(e) Modifications after Install. *(i) Alterations.* You shall not (1) touch, handle, operate, alter, repair, or otherwise modify the System or any component thereof; and (2) take any action that could void or impair any warranty relating to the System. You will be responsible for any damage to the System that is caused at any time by You or Your licensees, guests, invitees, contractors, or agents. *(ii) Property Repairs.* You are not permitted to make repairs or improvements to Your Property that may interfere with the performance or operation of the System without Our prior consent pursuant to this Section 5(e). After the fifth (5th) anniversary of the In-Service Date, if You provide Us with at least thirty (30) days' prior written notice, then We will temporarily remove and reinstall the System at Your request to allow for such repair or improvement (a "***Customer-Requested Temporary Shutdown***"). You will be required to (1) pay to Us a fee equal to Four Hundred and Ninety-Nine Dollars ($499) before We remove the System; (2) securely store the System components during the Customer-Requested Temporary Shutdown; and (3) pay the Shutdown Payment if the System is not reinstalled within thirty (30) days of removal. A Customer-Requested Temporary Shutdown during the first five (5) years of the Agreement will be done at Our sole discretion and at a cost mutually agreed before We remove the System. THE CUSTOMER-REQUESTED TEMPORARY SHUTDOWN COSTS DESCRIBED IN THIS SECTION 5(e) ARE NOT AN EARLY CANCELLATION FEE. OTHER THAN AS SET FORTH IN THE NOTICE OF CANCELLATION AND SECTIONS 5(n), 6(b), AND 6(c), YOU ARE NOT ALLOWED TO TERMINATE OR CANCEL THIS AGREEMENT PRIOR TO THE END OF THE TERM. *(iii) Required Changes*. If You, the Utility, or any governmental agency requires (1) any change to the System after its installation, You shall pay Our standard parts and labor charges; or (2) that We pay any tax, fee, or other charge in relation to the System or this Agreement after the In-Service Date, then You shall be responsible to reimburse Us for such tax, fee, or other charge (including any taxes under Section 5(k)).

(f) Insolation. You acknowledge and agree that the System's unobstructed access to sunlight ("***Insolation***") is essential to Us and is a material inducement to Our entering into this Agreement. At all times during the Term, You shall not cause, permit, or otherwise allow any circumstance or condition within Your control that could adversely affect Insolation, including (without limitation): (i) any material alteration of Your Property where the System is installed; (ii) the installation of any structure, or any other obstruction; (iii) the growth of trees and other foliage; or (iv) the emission from Your Property of particulate matter, smoke, fog, steam or any other airborne impediments that materially affect Insolation. You agree to trim all trees and other foliage to ensure that shading of Your roof and the System is no worse than on the Transaction Date. If You become aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation, You shall promptly notify Us and shall cooperate with Us in reasonable measures We may take in an attempt to preserve existing levels of Insolation. Notwithstanding any other right or remedy provided in this Agreement, You agree that We would be irreparably harmed by Your breach of Your obligations under this Section 5(f) and that an award of damages would be inadequate to remedy such a breach, and that therefore We shall be entitled to equitable relief, including specific performance, to compel Your compliance with the provisions of this Section 5(f), without proof of any damages or posting of any bond or similar security.

(g) Your Property. You are responsible to ensure that Your Property (including all electrical systems and the roof) is maintained in good condition and repair. It is Your responsibility to remove or protect any personal property or fixtures (including,

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but not limited to, decorations, furniture, vehicles, plants, and other valuables) in the areas of Our work and the locations surrounding the System. You acknowledge and agree that We are not responsible for any damage or loss to Your Property, personal property, fixtures, or other belongings caused by: (i) snow falling from Your roof; (ii) animals or other pests under or near the System; or (iii) other natural events or acts of god outside Our reasonable control.

(h) Use of the System. You shall use the Energy from the System primarily for personal, family, or household purposes, but not to heat a swimming pool. At all times, You shall ensure that the Property remains grid-connected to the Utility.

(i) Broadband Internet Connection. You must provide the System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at Your cost. If You fail to maintain broadband internet or electrical connection for a period of time, We may (i) charge You the Shutdown Payment, and/or (ii) estimate any performance guarantee payment.

(j) Authorizations. Prior to installation of the System, You shall obtain from Your mortgagee, home owners' association, or any other person with an interest in Your Property all authorizations necessary for Us to install, operate, and maintain the System. Your failure to obtain these authorizations in a timely manner may result in termination of this Agreement.

(k) Taxes. You will pay all taxes assessed on or arising from installation or operation of the System, including any transaction privilege, general excise, use, sales or other transaction-based taxes on the Energy produced by the System; *provided, however,* You will not be responsible for any real or personal property taxes assessed on the System.

(l) Further Assurances. Upon Our request, You shall promptly sign and return, or otherwise assist Us in obtaining: (i) any application, agreement, or other document necessary for Us to obtain any System Interests; (ii) any permits, interconnection, net metering agreements, and other documents required by the Utility; (iii) any document necessary to verify Our ownership interest in the System and System Interests; and (iv) You shall promptly comply with any of Our additional requests so that We may obtain possession of all System Interests. To the extent permitted by applicable law, You hereby authorize Us to complete any documents referenced above in this Section 5(l) by adding any information necessary.

(m) Duty to Notify. You shall promptly notify Us if (i) You notice any person or thing interfering with the operation of the System; (ii) Your Property has any ordinance or permit violations or encumbrance that may prevent proper System permitting, installation, or operation; (iii) You take any emergency action with respect to the System; or (iv) You receive or otherwise acquire any System Interests, including any incentive payments. Your failure to promptly notify Us of such matters shall be a Customer Default under Section 6(b)(i). In the event of an emergency affecting the System, You shall contact Us immediately. If We are unable to timely respond, You may (at Your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by Your contractor.

(n) Transfer of Property. You are required to notify Us thirty (30) days prior to any sale or transfer of Your Property (a "***Property Transfer***"). When notifying Us, You will be required to provide the following information: the name of the person buying Your Property or the transferee (the "***Property Transferee***"), the anticipated date of the Property Transfer, Your choice of the four (4) transfer options outlined below, and any additional information We reasonably request. You will have the following four (4) options upon a transfer of the Property: *(i) Assignment*. The Property Transferee can sign a transfer agreement, assuming all of Your rights and obligations under this Agreement. Prior to any such sale or transfer of Your Property, You agree to have the Property Transferee sign the transfer agreement. YOU ACKNOWLEDGE AND AGREE THAT UNTIL THE PROPERTY TRANSFEREE HAS SIGNED THE TRANSFER AGREEMENT, YOU SHALL REMAIN RESPONSIBLE FOR ALL OBLIGATIONS IN THIS AGREEMENT. *(ii) Prepayment*. You may elect to fully prepay all of Your remaining monthly payments of the Energy Price during the Term of this Agreement and assign the agreement to the Property Transferee. The "***Prepayment Price***" will be equal to the sum of the remaining monthly payments of the Energy Price (based on Our reasonable estimation of the energy to be produced) due to Us during the Term, discounted by five percent (5%). After Our receipt of Your

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payment of the Prepayment Price and a signed transfer agreement, the Property Transferee will not be obligated to pay any remaining monthly payments for the Energy Price during the Term, but the Property Transferee will assume all other obligations under this Agreement. Prepayments do not constitute down payments or progress payments. REGARDLESS OF WHETHER YOU PREPAY THIS AGREEMENT, WE WILL OWN THE SYSTEM AND THE SYSTEM INTERESTS AS PROVIDED IN SECTION 4(i) HERETO, and Our obligations to operate and maintain the System under Section 4(a) hereto will continue throughout the Term. *(iii) Relocation*. Where permitted by the Utility and applicable law, and where Insolation of the System will not be adversely affected, We will move the System to Your new home. You will be required to pay all fees and costs associated with relocating the System, execute an amendment to this Agreement that identifies the new Property, and provide any third party consents or releases required by Us in connection with the new Property. (*iv) Early Purchase*. In connection with a Property Transfer after the sixth (6th) anniversary of the In-Service Date, You may elect the Early Purchase Option pursuant to Section 3(c).

6. Special Circumstances.

(a) System Shutdowns. *(i) Safety Shutdown*. In addition to Our right to shut down the System for maintenance, We may shut down the System if We reasonably believe that Property conditions or activities of persons on the Property, which are not under Our control, whether or not under Your control, may interfere with the safe operation of the System (a "***Safety Shutdown***"). During the pendency of a Safety Shutdown, You will pay Us the Shutdown Payment. *(ii) Property Vacated.* In the event that You vacate Your Property for any period of time as a result of an event that is not a Force Majeure Event or a Seller Default, You will continue to pay Us for all the Energy produced by the System. *(iii) Interconnection Deactivation.* If interconnection with the Utility becomes deactivated for reasons that are not (1) a Force Majeure Event, or (2) caused by or related to Our unexcused action or inaction, such that the System is no longer able to produce electricity or transfer electricity to You or to the Utility, You will pay Us the Shutdown Payment. *(iv) Shutdown Payment.* The "***Shutdown Payment***" shall equal the sum of (1) payments of the Energy Price that You would have made to Us as described in Section 3(b) for the Energy that would have been produced by the System during the period of the shutdown; (2) the value to Us of the System Interests that We would have received during such shutdown; and (3) applicable taxes. Determination of the amount of Energy that would have been produced during the period of the shutdown shall be based on estimated levels of production. If We bill You for the Shutdown Payment because the System is not reporting Energy production to Us, and We subsequently determine that We have either overestimated or underestimated the actual Energy production, then We will adjust the next invoice with a non-refundable credit (for over-billing) or an additional charge (for under-billing). You will not be charged for Shutdown Payment when the System is not producing Energy due to Our fault. If a shutdown pursuant to Section 5(e) or this Section 6(a) continues for one hundred and eighty (180) days or longer, We may, in Our sole discretion, terminate this Agreement and require You to pay the Default Payment.

(b) Events of Default. *(i) Customer Default.* A "***Customer Default***" shall mean the occurrence of any of the following: (1) Your failure to make any payment under this Agreement within ten (10) days of when due and such failure is not cured within ten (10) days after We give You written notice of such failure; (2) Your failure to perform any obligation under this Agreement and such failure is not cured within thirty (30) days after We give You written notice of such failure; (3) You deny Us, Our contractors or agents, governmental authorities, or the Utility access to Your Property and such access is not given within thirty (30) days after We give You written notice of the failure to provide such access; (4) Your bankruptcy, insolvency, or admission of Your inability to pay Your debts as they mature; or (5) Your Property becoming subject to a foreclosure proceeding or Your failure to perform any obligation which is secured by Your Property. *(ii) Remedies for Customer Default.* If a Customer Default occurs, We may exercise any of the following remedies: (1) terminate this Agreement and demand You pay the Default Payment; (2) leave the System in place on Your Property, but deny You use of the Energy it produces, which may be redirected and sold at Our election; (3) disconnect or take back the System as permitted by applicable law; (4) engage a collection agency to collect payments from You; (5) report Your default to credit reporting agencies; (6) suspend Our performance under the Agreement; and/or

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(7) exercise any other remedy available to Us in this Agreement or under applicable law. Seller's remedies set forth in this Section 6(b)(ii) are cumulative and not exclusive. *(iii) Seller Default.* A "***Seller Default***" shall mean Our failure to perform any of Our material obligations under this Agreement and the effect of such failure is not cured within thirty (30) days after You give Us written notice of such failure. *(iv) Remedies for Seller Default.* If a Seller Default occurs and is continuing, You may: (1) terminate this Agreement and request removal of the System from Your Property; and/or (2) except as provided below, exercise any other remedy available to You in this Agreement or under applicable law. Notwithstanding the foregoing, You will have no right to claim damages as a result of the termination of this Agreement, except for (1) the actual costs to remove the System, if We fail to remove the System from Your Property pursuant to Section 6(c); and (2) any damages to Your Property resulting from the removal of the System by Us or Our contractor. *(v) Default Payments.* If this Agreement is terminated for any reason, other than pursuant to the Notice of Cancellation, Section 6(d), or a Seller Default, You will pay to Us the Default Payment. The "***Default Payment***" shall be an amount equal to the sum of: (1) the Prepayment Price, (2) any other amounts due and owing under this Agreement, including (without limitation) late fees, (3) Our fees and costs associated with removal of the System from Your Property, (4) loss of expected benefits from the System, including (without limitation) benefits and sources of revenue associated with the System Interests, and (5) Our other documented losses. You agree that the Default Payment fairly reflects the value of the System, and, in the case of a Customer Default, is a fair representation of the damages and losses that We expect to incur. After You pay to Us the Default Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis; *provided* that We will retain all right and title to the System Interests.

(c) Termination. *(i) Termination by Seller.* We may, in Our sole discretion, terminate this Agreement (1) if prior to the In-Service Date, upon delivery of written notice to You; or (2) upon the occurrence of a Customer Default. Within ninety (90) days after termination of this Agreement, other than under the circumstances in which the System is transferred to You under Sections 2(b)(iii), 3(c), 5(n)(iv), or 6(c)(v), We will remove the System and restore all rooftop penetrations to be free from leaks. If We elect to terminate this Agreement, We will have no further liability to You. *(ii) Termination by Customer.* You may terminate this Agreement (1) pursuant to the terms of the Notice of Cancellation, or (2) upon a Seller Default.

(d) Force Majeure. If You or We are unable to perform any of the obligations under this Agreement because of a Force Majeure Event, such affected Party will be excused from whatever performance is affected by the Force Majeure Event; *provided* that the suspension of such obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event. "***Force Majeure Event***" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence such Party without fault attributable to it is unable to overcome, including, but not limited to, action by a governmental authority, the failure to act on the part of any governmental authority or the Utility (*provided* that such action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent, or approval (*provided* that such Party has made timely and reasonable commercial efforts to obtain and maintain the same), labor dispute, strike, work-stoppage, slow-down, lock-out, flood, earthquake, volcano, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power or voltage surge caused by someone other than the affected Party, or failure of equipment not utilized by or under the control of the affected Party. In no event shall a Force Majeure Event excuse You from any of Your payment obligations under this Agreement.

(e) Arbitration of Disputes. **PLEASE READ THIS PROVISION CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN US SHALL BE RESOLVED BY BINDING ARBITRATION.** Arbitration is more informal than a lawsuit in court. In arbitration, disputes are resolved by an appointed arbitrator instead of a judge or jury. Therefore, by signing below, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. By signing below, You also agree to bring claims against Us only in Your individual capacity and YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A

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CLASS ACTION OR SIMILAR PROCEEDING. *Procedures before Initiating Arbitration or Suit:* Most customer concerns can be resolved quickly and amicably by calling Our customer service department at 877.404.4129 and We encourage You to contact Us about any concern. Prior to commencing arbitration or an action in small claims court, a Party must first send a written "Notice of Dispute" via certified mail to the other Party. The Notice of Dispute must be sent to VIVINT SOLAR DEVELOPER, LLC, 3301 N Thanksgiving Way, Suite 500, Lehi, UT 84043, Attn: Legal Department. We will send the Notice of Dispute to Your billing address. The Notice of Dispute must describe the nature and basis for the Dispute and the relief sought. If You and We are unable to resolve the Dispute within thirty (30) days thereafter, then either Party may commence arbitration or an action in small claims court as set forth below.

Scope of this Arbitration Provision: Either You or We may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy arising out of or relating to (i) any aspect of the relationship between You and Us, whether based in contract, tort, statute, or any other legal theory; (ii) this Agreement or any other agreement concerning the subject matter hereof; (iii) any breach, default, or termination of this Agreement; and (iv) the interpretation, validity, or enforceability of this Agreement, including the determination of the scope or applicability of this Section 6(e) (each, a "***Dispute***"). Any questions about whether any Dispute is subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Nothing in this arbitration provision shall preclude You or Us from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. This arbitration agreement applies to any and all Disputes now in existence, including any Dispute arising before You executed this Agreement, or that may arise in the future, and it survives the termination of this Agreement and the Parties' relationship, including Your payment in full, and Your filing of bankruptcy. All Disputes will be on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that if You or We elect to arbitrate a Dispute, You will not be able to participate in or receive any remedy from a class action, private attorney general action, or other representative or collective action as either a class representative or as a member of the class. The arbitrator shall not have any authority to (i) entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration; or (ii) join any other party to the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("***FAA***") (9 U.S.C. §§ 1-16). Any claim against a state home improvement guarantee fund by You shall be stayed until the completion of any mandatory arbitration proceeding. If any Dispute is advanced in a court, arbitration may be elected under this provision instead, and the right to arbitration shall not be deemed to have been waived if the election is made at any time before commencement of trial.

Right to Pursue Claims in Small Claims Court: Alternatively, You or We may pursue a Dispute in small claims court; *provided* that the action remains in that court, is made on behalf of or against You only and is not made part of a class action, private attorney general action, or other representative or collective action.

Arbitration Procedures: The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures and in accordance with JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (*available at:* http://www.jamsadr.com, the "***JAMS Rules***") and under the rules set forth in this Agreement. The arbitration proceedings and submissions shall be confidential and the arbitrator and will take reasonable steps to protect customer account information and other confidential information.

Claims for less than $10,000: If the relief sought by either Party is for less than $10,000, the following shall apply. You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing near Your Property consistent with the JAMS Rules. After We receive notice that You have commenced arbitration, We will promptly reimburse You for Your payment of any filing fees. If the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected (or if We did not

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make a settlement offer before an arbitrator was selected), then We will pay You the lesser of the amount of the award or $10,000, plus reasonable attorneys' fees incurred by You and awarded by the arbitrator.

Claims for $10,000 or more: If the relief sought by either Party is for $10,000 or more, all fees and costs (including filing fees, administration and arbitrator fees, all attorneys' fees, travel expenses, and other costs of the arbitration) shall be borne by You and Us in accordance with the JAMS Rules, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, and applicable law. The arbitration shall be conducted at a mutually agreeable location near Your Property.

Arbitration Award: Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based and judgment on an arbitration award may be entered in any court of competent jurisdiction. No matter the circumstances, the arbitrator shall not award damages or any other award to either Party that is inconsistent with the limitations set forth in this arbitration provision or Section 7(a). Except as expressly set forth herein, the payment of all costs, filing fees, and administration and arbitrator fees will be governed by the JAMS Rules. Under no circumstances will We seek from You payment or reimbursement of any fees that We incur in connection with arbitration.

NOTICE: BY CHECKING THE BOX BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY BINDING NEUTRAL ARBITRATION AS PROVIDED BY THE FAA AND OTHER APPLICABLE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY CHECKING THE BOX BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE FAA AND OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

(f) Governing Law. This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the internal laws of the state where the Property is located.

7. Miscellaneous.

(a) Limitation of Liability. You understand that: (i) We are not an insurer of Your Property, personal property, or personal safety of persons in or on Your Property; (ii) You are solely responsible for providing any insurance with respect to Your Property and its contents; (iii) the amount You pay to Us is based only on the value of the Energy produced by the System and not on the value of Your Property or its contents; (iv) the System may not always operate properly for various reasons; (v) it is difficult to determine in advance the value of the components of the System that might be lost or destroyed if the System fails to operate properly; and (vi) it is difficult to determine in advance what portion, if any, of any property loss, personal injury, or death would be proximately caused by Our failure to perform, Our negligence, or a failure of the System, or the System installation. 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, VIOLATIONS OF LAW, 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, AND (2) DAMAGE TO PERSONS AND PROPERTY SHALL IN NO EVENT EXCEED $2,000,000. 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, NO CLAIM SHALL BE MADE BY YOU AGAINST US OR ANY OF OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY

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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 HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN YOUR FAVOR. YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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, COMMENCED OR FILED MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 7(a) AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

(b) Indemnification. To the fullest extent permitted by applicable law, You hereby agree to indemnify, advance expenses, and hold harmless Us and Our affiliates, directors, employees, agents, contractors, and Our successors and assigns (each, a "*Covered Person*") 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 in connection with, arising out of, or in any way related to (i) Your breach of this Agreement, or (ii) Your negligence or willful misconduct; *provided, however*, Your indemnification obligations under this Section 7(b) shall not apply if the harm or damage that is the basis for such third party claim occurred while one of Our employees or agents was at Your Property and such harm or damage was caused by the gross negligence, violation of law, or willful misconduct of such employee or agent.

(c) Amendments and Waivers. This Agreement (including all exhibits and notices attached hereto) may only be amended or modified by an instrument in writing signed by both You and Us.

(d) Entire Agreement. This Agreement, the Customer Packet, and any other agreements or documents incorporated herewith, constitute the entire agreement between You and Us and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.

(e) Our Transfer. We may assign, sell, or transfer (in whole or in part) this Agreement, the System, or the System Interests without Your consent and without notice. If such assignee agrees in writing to assume all of Our rights and obligations under this Agreement, We will have no further liability or obligation under this Agreement upon the effectiveness of such assignment.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of You and Us and Our and Your respective legal representatives, successors, and permitted assigns. Except as otherwise expressly provided in this Agreement, or by operation of law, neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by You without Our prior written consent. Any assignment by You without Our prior written consent shall be void.

(g) Notice. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing delivered to the applicable Party at the address set forth in this Agreement or to such other address as any Party may designate from time to time by written notice to the other Party.

(h) Survival. After termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or cancellation shall survive, including (without limitation) Sections 2(b), 3, 4(d), (g), (i), 5, 6, and 7, and Exhibits A and B attached hereto, and the Customer Packet.

(i) Severability. If any provision of this Agreement is held to be invalid, prohibited, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided*, *however*, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

(j) Counterparts. This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one

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instrument. A facsimile or portable document format ("pdf") shall constitute an original for purposes hereof.

(k) Publicity. You hereby authorize Us to use Your and Your Property's voice, photograph, video, and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording; *provided* that We agree that We will not disclose any of Your personally identifying information (except as provided in Section 7(l)). You waive and forever release Us for any Dispute relating to or arising out of this Section 7(k).

(l) Consumption Monitoring and Data Handling. *(i) Collection of Consumption Monitoring Data.* In connection with Our installation of the System, We may install, operate, and maintain an energy consumption monitoring device on Your Property. Through such device, We will collect and store information about energy usage at Your Property (the "***Consumption Data***"), and We may use and disclose such Consumption Data to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers. We may combine the Consumption Data with other data, including (without limitation): personally identifiable information, Your credit report, Meter Data, or other data (collectively, "***Data***"). *(ii) Handling of Data.* We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the System; (2) for Our internal purposes, including (without limitation): research and development, improvement of Our product and service offerings, and creation of new product and service offerings; and (3) to customize content and communications We may provide to You. *(iii) Disclosure of Data.* We will not disclose any Data from You or Your Property without Your consent, other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide Our products or services to You (including working with third-party service providers who may host, maintain, or otherwise process Data for Us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if We believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect Us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of Our services and any facilities or equipment used to make Our service available, or (E) protect Our property or other legal rights (including, but not limited to, enforcement of Our agreements), or the rights, property, or safety of others; (5) to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; or (6) for any purpose to which You have provided Your express consent. *(iv) Access to Data.* So long as no Customer Default has occurred or is continuing under this Agreement, We will make certain Consumption Data available to You via the Vivint Solar Account Center, *available at:* https://account.vivintsolar.com. (v) *Data Security.* We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of Data in Our possession and control. We cannot, however, ensure or warrant the security of all Data or guarantee that Data may not be accessed, disclosed, altered, or destroyed by breach of any of Our physical, technical, or managerial safeguards.

(m) Electronic Records. As part of Your relationship with Us, You are entitled by law to receive certain information "in writing". The federal E-SIGN Act and certain state laws allow Us to provide this information to You electronically, instead, with Your prior consent. Because it is more efficient to communicate electronically, all information, documents, and agreements between You and Us will be in electronic form. There is a five dollar ($5) processing fee for all notices and other documents We mail to You in paper (except for Your first copy of this Consent or the Customer Agreement). You can avoid this fee by agreeing below to receive documents electronically. *(i) Consent to Use Electronic Records and Signatures.* You consent and agree to receive electronically all communications, agreements, documents, notices, records, disclosures, and other information (collectively, "***Electronic Records***") that We provide in connection with the Services. Electronic Records include (without limitation): a Power Purchase Agreement, Solar System Lease Agreement, Cash Purchase Agreement, Lease Disclosures, Notice of Cancellation, Customer Packet, and Work Orders (as

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applicable). We will provide these Electronic Records to You by emailing them to You at the most recent e-mail address that We have on file for You and by making these available to You via Vivint Solar Account Center. We reserve the right (in Our sole discretion) to communicate with You via U.S. mail. You further agree and consent that We may use and obtain from You electronic signatures (such as Your act of clicking, checking, signing using a digital pen, or otherwise manifesting Your assent) in the processing of Electronic Records. *(ii) Option to Receive Paper Copies.* If We provide You with Electronic Records, and You want a copy in paper, You may contact Our customer service department at 877.404.4129 during Our normal business hours and request a paper version. All requests for paper copies of Electronic Records must be made within ninety (90) days of the date We provided the Electronic Record to You. We will send Your paper copy to You via U.S. mail. We will provide these Electronic Records to You by mailing them to You at the most recent mailing address that We have on file for You. Unless prohibited by law, We reserve the right to charge You a processing fee of five dollars ($5) per requested paper copy. (iii) *Your Right to Withdraw Consent.* You have the right to withdraw Your consent at any time. If You wish to withdraw Your consent, You must contact Our customer service department at 877.404.4129. If You elect to receive required notices and disclosures only in paper format, it will slow the speed at which We can complete certain steps in transactions with You and delivering the Services to You. If You withdraw Your consent and elect to receive required notices and disclosures by paper, then Our monthly processing fee of five dollars ($5) per requested paper copy shall apply. *(iv) Keep Your Information Current with Us.* In order to ensure that We are able to provide You with the Electronic Records and other information from time to time, You must notify Us of any change in Your e-mail address. You may change the e-mail address on record for You by contacting Our customer service department at 877.404.4129 during Our normal business hours. You understand and agree that if We send to You an Electronic Record, but You do not receive it because the most recent e-mail address that We have on file for You is incorrect, out of date, blocked by Your service provider, filtered by Your service provider as "spam" or "junk mail", or You are otherwise unable to receive the Electronic Record, We will be deemed to have provided the Electronic Record to You, unless We receive actual notice that You did not receive the e-mail. *(v) Hardware and Software Requirements.* In order to access and retain Electronic Records, You must have: (1) a computer with an Internet connection; (2) a compatible web browser with cookies enabled; (3) Adobe Acrobat Reader version 8.0 and above to open documents in ".pdf" format; and (iv) a valid and accessible e-mail account. If a change in hardware or software is needed in order for You to access or retain Electronic Records, and that change would create a material risk that You would not be able to access or retain Your Electronic Records, We will give You notice of the revised hardware or software requirements. Continuing to use the Services after receiving notice is reaffirmation of Your consent.

(n) Authorization to Receive Text Messages. In addition, from time to time, We may wish to communicate with You via SMS text message. By checking the box below, You consent to receive autodialed SMS text messages from Us, Our affiliates, Our contractors, or on Our behalf in connection with the Services at the most recent mobile telephone number that We have on file for You. You also agree and understand that in addition to purely informational texts, these SMS text messages also may include promotional material related to Our Services, that they may be sent using an automatic telephone dialing system, and that You are not required to agree to receive SMS text messages as a condition of Your purchase. Standard text message charges may apply from Your wireless provider.

(o) Credit Authorization. In connection with the execution of this Agreement and at any time during the Term, You hereby authorize Us to (i) obtain Your credit rating and report from credit reporting agencies to confirm whether You are able to make payments as required under this Agreement; (ii) to report Your payment performance to credit reporting agencies; and (iii) disclose this and other information to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers.

(p) 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

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OF CREDIT FROM US AND OTHER COMPANIES, CALL THE CONSUMER REPORTING AGENCIES TOLL-FREE, 888.567.8688; OR WRITE: EXPERIAN OPT OUT, DMA MAIL PREFERENCE SERVICE, PO BOX 643, CARMEL, NY 10512; TRANSUNION NAME REMOVAL OPTION, P.O. BOX 505 WOODLYN, PA 19094; EQUIFAX OPTIONS, P.O. BOX 740123 ATLANTA, GA 30374-0123.

[SIGNATURE PAGE FOLLOWS]

Federal Employer ID No.: 80-0756438. **License and Registration Nos.:** AZ: ROC-288627; CA: C46/C10-973756; CO: EC-0100200; CT: HIC-0634382, ELC0189635-E1; DE: 2015101852, T1-0006038; FL: EC13006740; HI: C13-CT-33444; LA: HIC-557139; MA: HIC-170848, EC-13141A; MD: HIC-130385, ME-11845; NH: EC-0388C; NJ: HIC Reg-13VH06589300, EC-34EB01108500; NM: EE98-385223; NV: EC 0080170; NY: Nassau Co. H24099100, Poughkeepsie ME-55; Putnam Co. PC6914, ME-R252; Rockland Co. H-11972-40-00-00, E-559, Suffolk Co. 51228-H, 49592-ME; Westchester Co. 26664-H14; OR: CCB-196558, EC-C1131, BCD-CLR28; PA: HIC-089970, Pittsburgh EL09849, Philadelphia EC-28454; RI: HIC-38915; SC: EL5113522, ORS SL-0002; TX: EC 31133; UT: S200/S202-8694003-5501; Washington DC: HIC-420215000105, ECC-903277; Wyoming: C-44410.

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NOTICE TO CUSTOMERS

A. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT:

a. Residential Solar Power Purchase Agreement,
b. Exhibit A – Notice of Cancellation,
c. Exhibit B – State Notices and Disclosures,
d. Exhibit C – Certificates of Insurance, and
e. Customer Packet.

These documents are expressly incorporated into this Agreement and apply to the relationship between You and Us.

B. WE HAVE NOT GUARANTEED, PROMISED OR OTHERWISE REPRESENTED ANY REDUCTION IN ELECTRICITY COSTS IN RELATION TO THE SYSTEM THAT WILL BE INSTALLED ON YOUR PROPERTY.

C. IT IS NOT LEGAL FOR US TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REMOVE GOODS INSTALLED UNDER THIS AGREEMENT.

D. DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ ALL OF ITS PAGES. You acknowledge that You have read and received a legible copy of this Agreement, that We have signed the Agreement, and that You have read and received a legible copy of every document that We have signed during the negotiation.

E. YOU RISK THE LOSS OF ANY PAYMENTS MADE TO A SALES REPRESENTATIVE.

F. DO NOT SIGN THIS AGREEMENT IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. You are entitled to a completely filled in copy of this Agreement, signed by both You and Us, before any work may be started.

G. CUSTOMER'S RIGHT TO CANCEL. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE THE LATER OF: (I) MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE TRANSACTION DATE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER INSTALLATION WORK WE PERFORM ON YOUR PROPERTY. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: (1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR (2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: VIVINT SOLAR DEVELOPER, LLC, 3301 N THANKSGIVING WAY, SUITE 500, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT. IF YOU CANCEL THIS CONTRACT WITHIN SUCH PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. REFUNDS MUST BE MADE WITHIN 30 DAYS OF OUR RECEIPT OF THE CANCELLATION NOTICE. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. DO NOT SIGN BELOW UNLESS WE HAVE GIVEN YOU THE "NOTICE OF CANCELLATION." WE ARE PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE CANCELLATION PERIOD.

H. You have the right to require Us to have a performance and payment bond.

✓ BY CHECKING THIS BOX, YOU AGREE TO RECEIVE ELECTRONIC RECORDS AS FURTHER DESCRIBED IN SECTION 7(m), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

✓ BY CHECKING THIS BOX, YOU AGREE AND OPT-IN TO RECEIVING TEXT MESSAGES AS FURTHER DESCRIBED IN SECTION 7(n), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

✓ BY CHECKING THIS BOX, YOU AGREE TO ARBITRATION AND WAIVE THE RIGHT TO A JURY TRIAL AS DESCRIBED IN SECTION 6(e), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

VIVINT SOLAR DEVELOPER, LLC

Signature: _____

Printed Name: Ty Williams

Salesperson No.: 92110AA

CUSTOMER(S):

Signature: _____

Printed Name: Richard Dietz

Signature: _____

Printed Name: _____

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EXHIBIT A [CALIFORNIA]
NOTICE OF CANCELLATION
(Customer Copy)

Transaction Date: 2016-03-29 *Service No.:* _____

YOU, THE CUSTOMER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE (3) BUSINESS DAYS, OR (IF LATER) UNTIL THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK WE PERFORM ON YOUR PROPERTY.

YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR'S PLACE OF BUSINESS AT ANY TIME PRIOR TO THE LATER OF: (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER INSTALLATION WORK WE PERFORM ON YOUR PROPERTY. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE. IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN TEN (10) DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR 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 CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO VIVINT SOLAR DEVELOPER, LLC AT 3301 N THANKSGIVING WAY, SUITE 500, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE TRANSACTION DATE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER INSTALLATION WORK WE PERFORM ON YOUR PROPERTY.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer's Signature: _____

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NOTICE OF CANCELLATION

(Vivint Solar Copy)

Transaction Date: 2016-03-29 *Service No.:* _____

YOU, THE CUSTOMER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE (3) BUSINESS DAYS, OR (IF LATER) UNTIL THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK WE PERFORM ON YOUR PROPERTY.

YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR'S PLACE OF BUSINESS AT ANY TIME PRIOR TO THE LATER OF: (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER INSTALLATION WORK WE PERFORM ON YOUR PROPERTY. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE. IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN TEN (10) DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR 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 CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO VIVINT SOLAR DEVELOPER, LLC AT 3301 N THANKSGIVING WAY, SUITE 500, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE TRANSACTION DATE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER INSTALLATION WORK WE PERFORM ON YOUR PROPERTY.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer's Signature: _____

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EXHIBIT B – CALIFORNIA
STATE NOTICES AND DISCLOSURES

A. CALIFORNIA NOTICE: MECHANICS' LIEN WARNING. Anyone who helps improve Your property, but who is not paid, may record what is called a mechanics' lien on Your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against Your property and recorded with the county recorder. Even if You pay Your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve Your property may record mechanics' liens and sue You in court to foreclose the lien. If a court finds the lien is valid, You could be forced to pay twice or have a court officer sell Your home to pay the lien. Liens can also affect Your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide You with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let You know that the person who sends You the notice has the right to record a lien on Your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if You pay Your contractor before You have received the Preliminary Notices. You will not get Preliminary Notices from Your prime contractor or from laborers who work on Your project. The law assumes that You already know they are improving Your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from Your contractor of all the subcontractors and material suppliers that work on Your project. Find out from Your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices You receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When Your contractor tells You it is time to pay for the work of a subcontractor or supplier who has provided You with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Website at www.cslb.ca.gov or call CSLB at 800.321.2752. REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that You may have to pay twice, or face the forced sale of Your home to pay what You owe. Pursuant to the terms of this Agreement, if You fail to make any payment when due hereunder, We may file a lien on Your Property.

B. CALIFORNIA NOTICE: NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against You as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at Our sole cost and expense, and the above notice does not apply to such work.

C. INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor You are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If You file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If You use an unlicensed contractor, CSLB may not be able to help You resolve Your complaint. Your only remedy

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may be in civil court, and You may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT: CSLB's website at www.cslb.ca.gov; CALL: CSLB at 800.321.2752; WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826.

D. NOTICE OF INDEPENDENT ENERGY PRODUCER CONTRACT. You acknowledge and agree that We will record a "Notice of an Independent Solar Energy Producer Contract" along with the property records to Your Property with the county recorder's office, pursuant to California Public Utilities Code § 2869.

E. AUTOMATIC RENEWAL. THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION IN SECTION 2(b). IF YOU DO NOT NOTIFY US OF YOUR CHOICE UNDER SECTION 2(b) BY SENDING THE APPLICABLE COMPLETED FORM TO US EITHER BY E MAIL AT SUPPORT@VIVINTSOLAR.COM OR BY U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS AT TEN PERCENT (10%) LESS THAN THE THEN-CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE RENEWAL TERM.

✓ BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THIS EXHIBIT B, AGREE TO ALL TERMS AND CONDITIONS HEREIN, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE. YOU ALSO AGREE THAT IF YOU FAIL TO ELECT ONE OF YOUR OPTIONS AT THE END OF THE INITIAL TERM, THAT THIS AGREEMENT WILL AUTOMATICALLY RENEW PURSUANT TO SECTION 2(b) ABOVE.

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EXHIBIT C – OUR INSURANCE

A. GENERAL LIABILITY INSURANCE. Vivint Solar Developer, LLC and Our affiliates carry commercial general liability insurance written by Markel Insurance Company (A.M. Best No.: 002699 | NAIC No.: 35378 | FEIN: 363101262). You may call Markel Insurance Company at 800.431.1270 to check Our insurance coverage. A copy of our certificate of insurance is available below.

B. WORKERS' COMPENSATION INSURANCE. Vivint Solar Developer, LLC and Our affiliates carry workers' compensation insurance for all employees written by Zurich American Insurance Company (NAIC #: 16535) and American Zurich Insurance Company (NAIC No.: 40142). You may call Zurich American Insurance Company and American Zurich Insurance Company at 800.382.2150 to check Our insurance coverage. A copy of Our certificate of insurance is available below.

C. PROPERTY INSURANCE. Vivint Solar Developer, LLC and their affiliates carry property insurance for all Vivint Solar properties written by GCube and ACE American (Policy No. P15GR00701). You may call Diversified Insurance Company at 801.325.5056 to check Our insurance coverage. A copy of Our certificate of insurance is available below.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 1300
DENVER, CO 80202-5534
Attn: Denver.CertRequest@marsh.com | Fax: 212-948-4381

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Evanston Insurance Company	35378
INSURER B :	Zurich American Insurance Company	16535
INSURER C :	American Zurich Insurance Company	40142
INSURER D :	Scottsdale Insurance Company	41297
INSURER E :		
INSURER F :		

INSURED
Vivint Solar, Inc:
Vivint Solar Developer LLC
Vivint Solar Provider LLC
3301 North Thanksgiving Way, Suite 500
Lehi, UT 84043

COVERAGES **CERTIFICATE NUMBER:** SEA-003013710-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			15PKGWE00274	11/01/2015	01/29/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
	X SIR: $100,000						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	5000000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			BAP509601501	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll Ded	$	1,000
D	UMBRELLA LIAB X OCCUR			VES0002110	11/01/2015	01/29/2016	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC509601301	11/01/2015	11/01/2016	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		AZ, CA, CT, HI, MD, NJ, NY, NV, NM, OR, PA, UT			E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC509601401 (MA)	11/01/2015	11/01/2016	E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Errors & Omissions & Contractors Pollution			15PKGWE00274	11/01/2015	01/29/2016	LIMIT		1,000,000
							SIR		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Vivint Solar, Inc:
Vivint Solar Developer LLC
Vivint Solar Provider LLC
3301 North Thanksgiving Way, Suite 500
Lehi, UT 84043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kathleen M. Parsloe

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/1/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Diversified Insurance Group
136 E. South Temple Street
Suite 2300
Salt Lake City UT 84111

PHONE (A/C, No, Ext): (801) 325-5000
FAX (A/C, No): (801) 532-2804
E-MAIL ADDRESS:
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: 00011045

COMPANY
GCube(50%) ACE American(50%) Quota Share
c/o Worldwide Facilities, Inc.
725 Figueroa Street, Suite 1900
Los Angeles CA 90017

INSURED
Vivint Solar, Inc.
3301 N Thanksgiving Way, Ste
Lehi UT 84043

LOAN NUMBER:
POLICY NUMBER: P15GR00701
EFFECTIVE DATE: 4/1/2015
EXPIRATION DATE: 4/1/2016
☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
All Vivint Solar leased/rented warehouses/offices/storage locations
Residential Solar Operations-shedudule of locations on file with carrier

Property Covered: Business Personal Property consisting of solar energy systems, tools, equipment, supplies, forklifts and comibined Business Interruption/Extra Expense

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Policy Limit -Property & Business Interruption/Extra Expense	$50,000,000	$5,000
Installation/Course of Construction Coverage-Per Occurrence	$500,000	$5,000
Installation Coverage-Per Jobsite	$150,000	$5,000
Flood (annual aggregate)	$20,000,000	See Below
Earth Movement-California (annual aggregate)	$20,000,000	See Below
Earth Movement-Outside of CA (annual aggregate)	$20,000,000	See Below
Property in Transit	$100,000	$5,000
Operational Solar Panel Systems & Related Equipment	$150,000	$5,000
Misc. Unscheduled Locations	$500,000	$5,000
Boiler & Machinery Coverage	Included	

REMARKS (Including Special Conditions)

Deductibles: Earth Movement, Flood and Named Windstorm 2% of the total insurable values of all locations sustaining damage, subject to $100K min,per occurrence. Business Interruption/Extra Expense 72 Hour Deductible.
Debris Removal -25% of Loss; Pollutant Cleanup $100,000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Evidence of Insurance

☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE
LOAN #

AUTHORIZED REPRESENTATIVE
Matthew Henriod/NR

ACORD 27 (2009/12)

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