

3.64 kW

# Here are the key terms of your Suncrest Solar Power Purchase Agreement

(3)

\$0

**System Installation Cost** 



\$0.170

Electricity Rate Per kWh



20

Year Agreement Term

- We insure, maintain, and repair the system at no cost to you.
- If you want to add panels to your system, we will validate a new agreement and install more panels free of charge. The additional solar array must be a minimum of 2 kilowatts in size.
- → The rate you pay us will never increase by more than 2.9 % per year.
- We warrant that all roof penetrations made during the solar installation will be watertight for ten (10) years, or for five (5) years if the roof is more than twenty (20) years old.
- → If you move homes, we'll be with you every step of the way to find the best solution.
- → When you join the Suncrest family, a lien is not placed on your property.
- → You are free to cancel anytime at no charge prior to construction on your home.

# **HOMEOWNER INFORMATION**

Name:

Ana Mirazo

Address:

565 S Joyce Ave

Rate Plan: SCE D-CARE 10

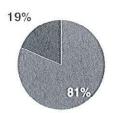
Rialto, CA 92376

Average Utility kWh Rate	Average Monthly Bill Without Solar Service	Annual Bill Without Solar Service	Next 20 Year Without Solar Service
\$0.129	\$87	\$1,049	\$34,194
Solar	Average Monthly	Solar Savings	Solar Savings
kWh Rate	Solar Payment <sup>1</sup>	Next Year <sup>2</sup>	Next 20 Year <sup>2</sup>
\$0.170	\$83	-\$200	\$9

<sup>1.</sup> Assumes automated clearing house (ACH) direct debit discount

<sup>2.</sup> Savings are based on the estimated system production and are a function of the difference between the cost of the power purchase agreement and the avoided cost of electricity from your utility, which is assumed to increase 4.9% per year. The energy usage and savings referenced herein are for discussion pursposes only and should not be relied on.

# UTILITY BILL OFFSET



- Suncrest Payment
- New Utility Bill

# **SAVINGS OVER TIME**



2015

2020

2025

2030

2035

■ New Utility Bill ■ Suncrest Payments ■ Old Utility Bill

# ENVIRONMENTAL BENEFITS<sup>3</sup>



183,240

Vehicle Miles Off The Road



**DETAILED CASH FLOW** 

1,975

Tree Seedlings Grown For 10 Yrs



169,758

Pounds of CO2 **Emissions Saved** 

kW	h RATE
Year	Suncrest \$/kWh
1	\$0.170
2	\$0.175
3	\$0.180
4	\$0.185
5	\$0.191
6	\$0.196
7	\$0.202
8	\$0.208
9	\$0.214
10	\$0.220
11	\$0.226
12	\$0.233
13	\$0.240
14	\$0.247
15	\$0.254
16	\$0.261
17	\$0.269
18	\$0.276
19	\$0.284
20	\$0.293

Year	Current Bill	New Bill	Suncrest Payments	Net Savings	Cumulative Savings
1	\$1,049	\$254	\$994	-\$200	-\$200
2	\$1,099	\$268	\$1,018	-\$187	-\$386
3	\$1,153	\$283	\$1,042	-\$173	-\$559
4	\$1,209	\$300	\$1,067	-\$158	-\$717
5	\$1,268	\$317	\$1,093	-\$142	-\$859
6	\$1,329	\$335	\$1,119	-\$124	-\$983
7	\$1,394	\$354	\$1,146	-\$106	-\$1,089
8	\$1,462	\$375	\$1,173	-\$85	-\$1,174
9	\$1,533	\$396	\$1,201	-\$64	-\$1,238
10	\$1,608	\$419	\$1,229	-\$40	-\$1,278
11	\$1,686	\$443	\$1,259	-\$16	-\$1,294
12	\$1,769	\$469	\$1,289	\$11	-\$1,283
13	\$1,855	\$496	\$1,320	\$40	-\$1,243
14	\$1,945	\$524	\$1,351	\$70	-\$1,173
15	\$2,040	\$554	\$1,383	\$103	-\$1,070
16	\$2,140	\$586	\$1,416	\$137	-\$933
17	\$2,244	\$620	\$1,450	\$174	-\$759
18	\$2,354	\$656	\$1,485	\$213	-\$546
19	\$2,468	\$693	\$1,520	\$255	-\$290
20	\$2,589	\$733	\$1,556	\$300	\$9

\$25,111

\$9

\$9

	I am aware that based on aware allowing to use and utility and allow that I are a second
1	I am aware that based on current electricity usage and utility rate plan that I may not generate
	Year 1 savings.

\$9,074

\$34,194

Total

MONTH	kWh	MONTH	kWh
Jan	545	Jul	817
Feb	492	Aug	953
Mar	545	Sep	922
Apr	527	Oct	817
Мау	545	Nov	527
Jun	659	Dec	681
Annual E	lectricity	Usage:	8,030

SYSTEM SUMMARY	
System Size (kW):	3.640
Year 1 Solar Production:	5,849
Electricity Usage Offset:	73%
Lifetime Production:	111,596

ARY
\$0
\$87
\$21
\$83
\$104
-\$17
-\$200
\$9

	////
Initials:	am



#### RESIDENTIAL POWER PURCHASE AGREEMENT

This RESIDENTIAL POWER PURCHASE AGREEMENT (this "29 reprot") is entered into by and between SUNCREST SOLAR, INC., a Delaware corporation ("we", "us", "our", "Seller") and the undersigned Customer ("you", "your"), as of \_\_\_\_\_\_\_, the date both parties have signed the Agreement, as indicated in the signature block at the end of the Agreement (the "Effective Date"). Our address for all mailings is: Suncrest Solar, Inc., [420 E. South Temple St., #280, Salt Lake City, Utah 84111].

CUSTOMER'S NAME	CUSTOMER'S NAME	PROPERTY ADDRESS
Ana Mirazo		565 S Joyce Ave
Allo Mill 020		Rialto, CA 92376

#### 1 DESIGN, INSTALLATION AND ACTIVATION

- A. DESIGNANDINSTALLATION. We will design and install a solar photovoltaic system on your property that will include solar panels, inverters, meters and other components (collectively, the "System"), as further described in the design packet that we will provide for your approval (the "Design Packet"). 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 that we may obtain your electrical usage history from your electric utility. Other than the activation fee described in section 1.B below, we will design and install the System at no cost to you.
- B. ACTIVATION. You agree to pay us a one-time activation fee of electricity measured in kilowatt hours. \$0 We will interconnect the System with your utility, and cause the System to generate electricity measured in kilowatt hours.
- C. OWNERSHIP OF SYSTEM. As further described in section 7, we own the System as our sole personal property. You have no legal interest in the System. This Agreement provides for the sale of electricity to you. It is not a contract for lease or sale to you of solar equipment.

#### 2. TERM, PRICE, PAYMENTS AND ASSIGNMENT

- A. TERM. This Agreement will be effective as of the Effective Date and continue through the 20th anniversary of the In-Service Date. The "In-Service Date" is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating electricity, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with your utility, and (iv) all inspections, back-up documentation, and certificates required under applicable law or by the utility have been completed or given.
  - At the end of the 20-year base term, unless you notify us in writing that you do not wish to renew the Agreement, the Agreement will be renewed for an additional year at the same price per kilowatt hour of electricity as at the end of the base term plus 2.9%. The Agreement will continue to renew automatically for another year at the end of each renewal term at the electricity price at the end of the renewal term just ending plus 2.9%. Alternatively, you can (i), after giving us 60-days' notice, purchase the System (6th, 11th or 16th) anniversary of the In-Service Date, at the end of the base term or any renewal term or (ii) have the System removed at no cost to you under section 9(c).
  - If you choose to buy the System, the purchase price will be the greater of (i) the fair market value of the System at the time of purchase as determined by an independent, third-party appraiser hired by us but selected by you from a list of appraisers we provide and (ii) the Buy-Out Payment at the time of purchase. The "Buy-Out Payment" is \$5.80 per watt installed, reduced by 5% (of the previous 12-month period's Buy-Out Payment) at 12-month intervals after the In-Service Date. You will also have to pay the appraiser's fee and any sales, use or other transfer taxes. Once we receive your payment of the purchase option price, any sales, use or other transfer taxes on the sale, and all other amounts then due and unpaid hereunder, we will transfer ownership of the System to you on an "as-is, where-is" basis. If you choose at the end of the term to have the System removed, then we will remove the System from your property within 90 days after the end of the term pursuant to section 9(c).
- B. ELECTRICITY PRICE. You will pay us \$0.170 per kilowatt hour for all electricity delivered to you at the point where the System is interconnected with your property's electrical wiring (the "Delivery Point") plus any applicable sales, use or other taxes if you pay automatically through your checking or savings account. It is your responsibility to ensure that there are adequate funds. The electricity price will increase each year by 2.9%, and we may also adjust the electricity price, at any time, to reflect any additional taxes, licenses, permits, costs, fees or charges which may be charged to us by any utility or governmental agency for the electricity produced by the System.
- C. INVOICING AND LATE FEES. We will send you an invoice on the 10th of each month showing the electricity delivered the previous month and the amount you owe us. Payment will be due by the 28th of each month in which the invoice is received. You will pay us an additional \$0.01 per kilowatt hour on any invoices where your payment method is not by automatic deduction from your checking account or savings account. There is no financing charge associated with this Agreement. If you fail to make any payment by the due date indicated in the invoice, we may impose a late charge of \$25.00 and interest at an annual rate of 10%. If you fail three or more times to pay by the due date, then upon written notice to you, we may discontinue our services, terminate this Agreement and recover all damages to which we may be entitled, as more fully described in section 8(b).
- D. ASSIGNMENT. We work with banks, companies and other financing parties to finance the System. As a result, we may transfer the System and assign this Agreement to one of our affiliates or a financing entity. You agree that we may pledge, assign, sell or transfer the System and assign this Agreement, or any part of this Agreement, without your consent or notice to you. If the assignee agrees in writing to assume all of our rights and obligations under this Agreement, then we will have no further liability or obligation under this Agreement upon the effectiveness of such assignment.
- E. CREDIT CHECK. In connection with the execution of this Agreement and at any time during the term, you authorize us to obtain your credit rating and report from credit reporting agencies, and to report your payment performance under this Agreement to credit reporting agencies.

### 3. OUR SERVICES

A. SALE OF SOLAR ELECTRICITY. (i) Sale of Electricity. Beginning with the In-Service Date, we will sell to you and you will buy from us all of the electricity produced by the System and delivered to you at the Delivery Point. Title to and risk of loss with respect to the electricity will transfer from us to you at the Delivery Point. Electricity from the System will be delivered to you in compliance with all requirements of your utility. THIS AGREEMENT IS FOR THE SALE OF ELECTRICITY BY USTO YOU AND NOT FOR THE SALE OR LEASE OF ASOLAR ENERGY DEVICE. (ii) Limits on Obligation to Deliver.



WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY PRODUCED BY THE SYSTEM FOR ANY PERIOD. 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 electricity requirements. We are not subject to rate review 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 electricity, then you will be solely responsible to obtain the electricity from your utility at your cost.

- B. OPERATION & MAINTENANCE. We will operate and maintain the System (a) at our sole cost and expense, (b) in good condition and (c) in material compliance with all applicable laws and permits and your utility's requirements. You will (i) promptly notify us if you notice that something is interfering with the operation of the System and (ii) take reasonable steps to ensure that shading of the System is no worse than on the Effective Date (e.g., by trimming trees on your property and not installing structures on your roof).
- C. METERING. We will install one or more meters as needed to measure the electricity output at the Delivery Point. We will collect performance data remotely or use our personnel to collect the data. We will provide this data to you upon your reasonable request. You agree to allow our personnel reasonable access to your property to collect such data. If the meter is inoperable for any reason, including your failure to maintain electrical connections, we may charge you for the Shutdown Payment.
- D. CASUALTY LOSS REPAIRS. If the System is damaged or destroyed by fire, storm, flood, earthquake, or other disaster or accident (each, a "Casualty Event") covered by our insurance, we will promptly repair and 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 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 condition, "as is, where is", to you for no additional consideration or remove the System from your property. If your property is subject to a Casualty Event that is not your fault, we will forgo billing you for the estimated amount of electricity that the System would have generated for the amount of time required to perform necessary repairs or replacement, and the Termwill be extended for the period of such repairs.
- E. DISCONNECTION OF THE SYSTEM. We may cause the System to be disconnected from your utility's facilities if the utility requires such disconnection or we are required to do so under applicable law.
- F. INSURANCE. A notice concerning commercial general liability insurance and workers' compensation insurance is included with the notices in Exhibit C.

#### 4. YOUR DUTIES

- A. USEOFTHESYSTEM. You will use the electricity primarily for personal, family or household purposes, but you must not use it to heat a swimming pool. At all times, you will ensure that your property remains grid-connected to the utility.
- B. SYSTEMALTERATIONS. You will not alter, repair, remove, add, attach, or otherwise modify any part of the System (collectively "Alterations") without our prior written approval. If you want to make repairs or improvements to your property that require the temporary removal of the System or that could interfere with its performance or operation, then you must give us at least 30 days' prior notice. As compensation for our removal and reinstallation of the System, you agree to pay us a fee equal to \$499.00 plus a 2.9% annual escalator plus the Shutdown Payment (as defined in section 10), subject to increase. In the event of an emergency, you will contact us immediately. If we are unable to respond to such emergency in a timely manner, 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 will be responsible for any damage to the System that results from actions taken by your contractor. You will notify us by calling (800) 376-4115 within 48 hours of taking any emergency action. You will not take any action that could void or impair any warranty relating to the System or its installation. You will be responsible for any damage to the System that is caused by you or your guests, invitees, contractors, or agents, whether the damage is caused before or after the In-Service Date. If you or any governmental agency or insurance interest requires any change in the System after its completed installation, you will pay our standard parts and labor charges.
- C. SUPPORT WITH THIRD PARTIES. If your property has any ordinance or permit violations that prevent proper System permitting, you will remedy the violations. You will have anyone who has an ownership interest in your home sign this Agreement.
- D. INCENTIVE OWNERSHIP. Upon our request, you will provide us with a recent bill from your utility and will sign any application or agreement as may be necessary for us to obtain: (i) any credits, rebates, offsets, allowances or renewable energy credits or certificates that are attributed or allocated to the System due to the environmental attributes of the electricity that the System generates or (ii) any financial incentives relating to the installation and ownership of the System (including governmental, utility, and nongovernmental renewable energy credits, grants and rebates) and all federal, state and local tax benefits or attributes (including deductions, credits, and other allowances) relating to the System (collectively, the "Incentives").
- E. TAXES. You will pay all taxes assessed on or arising from installation or operation of the System, including any sales tax on the electricity produced by the System. We will be responsible for income tax and property tax assessed in relation to our ownership of the System.
- F. TRANSFER OF PROPERTY. You will provide us with 30 days' prior written notice of a proposed fee simple sale or other transfer (including a lease) of your property. This written notice will include the name of the proposed purchaser or transferce ("Property Transferee") and the proposed date of sale or transfer. You will also provide any additional information regarding Property Transferee that we reasonably request. Before the date you give us notice of a proposed transfer, you will request that Property Transferee agree in writing with us that Property Transferee will assume your obligations under this Agreement. Property Transferee will enter into this agreement, in the formattached as Exhibit A, on or before the date your property is sold. Alternatively, if we determine that Property Transferee is not adequately creditworthy to assume your obligations under this Agreement, or Property Transferee refuses to assume your obligations under this Agreement, then we may terminate this Agreement on written notice to you and you will be obligated to pay us the Transfer Payment plus the value of any Incentives that are recaptured as a result of the transfer. The "Transfer Payment" is equal to \$4.00 per watt installed, reduced by 5% (of the previous 12-month period's Transfer Payment) at 12-month intervals after the In-Service Date. After you pay to us the Transfer Payment, we will transfer ownership of the System to you on an "asis, where is" basis. Not with standing any other provision in this Agreement, if the proposed transfer of your property to Property Transferee is a lease or other transfer that is not a fee simplesale, then you will remain responsible for performance of your obligations under this Agreement following such lease or other transfer. You agree that the death of all customers hereunder will be treated as a Transfer of your property for purposes of this section 4.F.



#### 5. ARBITRATION OF DISPLITES

Most customer concerns can be resolved quickly and amicably by calling our customer service department at (800) 376-4115. If our customer service department is unable to resolve your concern, you and we agree to resolve any dispute through binding arbitration or small claims court instead of courts of general jurisdiction. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT (I) YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND (II) YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR NOTAS APLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

You and we agree that any disputes, claims and controversies 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 5 (each, a "Dispute") will be pursued in small claims court (if the dollar amounts confer jurisdiction in such a court) or through binding arbitration. Prior to commencing arbitration, a party must first send a written "Notice of Dispute" via certified mail to the other party. 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 30 days, then either party may go to small claims court or commence arbitration. Any arbitration will be  $administered \ by JAMS \ pursuant to its streamlined arbitration rules \\ and procedures (available at: http://www.jamsadr.com/rules-streamlined-arbitration, the "JAMS") and procedures (available at: http://www.jamsadr.com/rules-streamlined-arbitration, the "JAMS") and procedures (available at: http://www.jamsadr.com/rules-streamlined-arbitration, the "JAMS") and procedures (available at: http://www.jamsadr.com/rules-streamlined-arbitration) are also at a streamlined arbitration and arbitration are also at a streamlined arbitration are also at a streamlin$ Rules"). The arbitrator will be bound by the terms of this Agreement. No matter the circumstances, the arbitrator will not award punitive, special, exemplary, indirect or  $consequential damages to either party. All\ attorneys' fees, travel expenses, and\ other costs of the arbitration shall be borne by you and us in accordance with the JAMS Rules$ and applicable law. The arbitration will be conducted in the location that is most convenient to where you live. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your home. Judgment on an arbitration award may be entered in any court of competent jurisdiction. Nothing in this section 5 will preclude you or us from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (nonclass, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration 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 the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. The arbitrator will have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. If there is a dispute about the scope or interpretation of this section 5 dealing with arbitration (including its prohibition against class actions), only a court (not an arbitrator) may resolve such dispute; in addition and notwithstanding section 21, subject to any party's rights of appeal, a decision by a court that invalidates the prohibition against class arbitration of a dispute shall cause the remainder of this section 5 to be rendered null and void and require the parties to resolve such dispute in court.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY APPLICABLE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT (OTHER THAN SMALL CLAIMS COURT) OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE LAWS. 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.

#### LAGREE TO ARBITRATION AND WAIVE THE RIGHT TO A JURY TRIAL:



6. REPRESENTATIONS AND WARRANTIES. You represent, warrant and agree that each of the following is true and correct as of the Effective Date: (a) all information concerning you herein is true, correct, and complete, (b) you are the only fee simple owner of the property identified in the preamble (i.e., you have full and exclusive ownership rights to the property), (c) you are at least 18 years of age, (d) you currently have and agree to maintain customary property and liability insurance with respect to the property, and (e) you have had the opportunity to review and discuss this Agreement with our sales agent and any other advisor you may desire to consult. 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 8(b). We make no representations or warranties except as expressly listed in this Agreement.

7. OWNERSHIPOFSYSTEM. (a) Our Ownership of the System. We will own and hold all property rights in the System and the Incentives. You will have no property interest in the System or the Incentives except for (i) the electricity that the System generates, and (ii) any credits or payments available under your utility's "net metering" program for the electricity that the System generates. You agree to keep the System and Incentives free from all liens and encumbrances. (b) 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 agree that the System and the Incentives will remain our sole personal property and will not be treated 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 will not be a repair, remodel, alteration, conversion, modernization of or addition to your property. (c) Grant of Leasehold Interest. You hereby grant to us a non-exclusive lease to access and use your property so that we may install, own, operate and maintain the System. (d) Notices of Ownership. You authorize us to make filings and recordings with relevant governmental authorities as may be necessary to provide public notice of our ownership in the System and the Incentives and our leasehold interest in your Property. You understand that the System will be marked and identified as our property. You agree to take further actions as we may reasonably request to document our ownership interest in the System and Incentives. Upon termination of this Agreement, each such filing will be terminated. (e) Liens. Any liens, encumbrances, or permit violations currently on your property must be fully disclosed. Your failure to disclose such information to us will be a Customer Default under section 9(a). If requested, you will cause anyone holding a mortgage over your property to acknowledge in writing that the mortgage does not exte

8. EVENTS OF DEFAULT. (a) <u>Customer Default.</u> A "<u>Customer Default</u>" will be considered to have occurred after any of the following: (i) your failure to make any payment under this Agreement by the due date for the payment; (ii) your failure to perform any of your other material obligations under this Agreement if the failure is not cured within 30 days after we give you written notice of such failure; (iii) you deny us, our contractors or agents, governmental authorities or the utility access to your property and such access is not given within 30 days after we give you written notice of the failure to provide such access; (iv) your bankruptcy, insolvency or admission of your inability to pay your debts as they mature; or (v) your property becoming subject to a foreclosure proceeding. (b) <u>Remedies for Customer Default.</u>



If a Customer Default occurs, then we may exercise any of the following remedies: (i) terminate this Agreement and require you pay a Buy-Out Payment (as defined in section 2.A); (ii) leave the System in place on your property, but deny you access to and use of the electricity it produces and we may sell the electricity to third parties at our election; (iii) remove the System from your property; (iv) place a lien on your property; (v) engage a collection agency or other person to collect payments from you; (vi) report any delinquency to credit reporting agencies; or (vii) exercise any other remedy provided under applicable law. (c) Seller Default. A "Seller Default" will be considered to have occurred after our failure to perform any of our material obligations under this Agreement if the failure is not cured within 30 days after you give us written notice of such failure. (d) Remedies for Seller Default. If a Seller Default occurs and is continuing, you may: (i) terminate this Agreement and request removal of the System from your property, or (ii) except as provided below, exercise any other remedy provided 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 (x) the actual costs to remove the System, if we fail to remove the System from your property pursuant to section 9(c) and (y) any damages to your property resulting from removal of the System by us or our contractor. (e) Buy-Out Payments. If this Agreement is cancelled or terminated for any reason, other than due to a Force Majeure Event (as defined in section 11) or a Seller Default, you will pay to us a Buy-Out Payment. After you pay us the Buy-Out Payment, we will transfer ownership of the System to you on an "as is, where is" basis.

- 9. TERMINATIONAND REMOVAL (a) Termination by Seller. We may, in our sole discretion, terminate this Agreement (i) if prior to the In-Service Date, upon delivery of written notice to you, or (ii) upon the occurrence of a Customer Default. If we elect to terminate this Agreement, we will have no further liability to you. (b) Termination by Customer. You may terminate this Agreement (i) within three days after the Effective Date or the date when we provide you the Design Packet pursuant to the terms of the Notice of Cancellation attached as Exhibit B, (ii) after 10 days but before we commence installation of the System, if you pay us for all costs we incurred in performing our duties hereunder, not to exceed \$600.00, or (iii) upon a Seller Default. (c) Removal. Within 90 days after termination of this Agreement, other than under the circumstances in which the System is transferred to you under section 2.A, section 4.F or section 8, we will remove the System at no cost to you. We will return the roof as close as is reasonably possible to its original condition before the System was installed, except for ordinary wear and tear and color variances. We will leave your property in a good and watertight condition, leaving intact the posts on your roof. You will cooperate with us in our removal of the System, including providing necessary space, access and storage, and we will cooperate with you to schedule removal in a time and manner that minimizes inconveniences to you within reason.
- 10. SYSTEMSHUTDOWNS. (a) Customer Requested Shutdown. You may request a temporary stop in operation of the System for a period no longer than 30 days. However, any such request must be reasonably related to your activities in maintaining and improving your Property. During any such shutdown, you will pay us the Shutdown Payment (as defined below). (b) 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 that are not under our control, whether or not under your control, may interfere with safe operation of the System. We will give you notice of any safety shutdown immediately upon becoming aware of the conditions or activities requiring such a shutdown. You will cooperate and coordinate with our efforts to restore Property conditions so as not to interfere with the safe operation of the System and to minimize the duration of the safety shutdown. During the shutdown, you will pay us the Shutdown Payment. (c) Property Closure. In the event that you can no longer legally occupy the Property as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to our unexcused action or inaction, you will continue to pay us for all the electricity produced by the System and delivered to the Delivery Point. (d) Interconnection Deactivation. If interconnection with your utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) 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 your utility, you will pay us the Shutdown Payment. (e) Shutdown Payment. The "Shutdown Payment" is the sum of (i) payments that you would have made to us as described in section 2.B for the electricity that the System during the System during the shutdown. Determination of the amount of electricity that would have been produced with respect to t
- 11 FORCE MAJEURE. If you or we are unable to perform any of the obligations under this Agreement because of a Force Majeure Event, the affected party will be excused from whatever performance is affected by the Force Majeure Event. Suspension of the obligations will not be of greater scope or longer duration than is required by the Force Majeure Event "means any event, condition or circumstance beyond the control of the affected party that the party could not reasonably have been expected to avoid by the exercise of due foresight and the party is unable to overcome by the exercise of due diligence. Examples of Force Majeure Events include, but are not limited to, action by a governmental authority, the failure to act on the part of any governmental authority or any interconnecting electrical utility (provided that the action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent or approval (provided that the party has made timely and reasonable commercial efforts to obtain and maintain the same), national or regional third-party labor disputes, civil strike, work stoppage, slow down, or lock out, flood, earthquake, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of God, unavailability of electricity from the utility grid, equipment, supplies or products, a power or voltage surge caused by someone other than the party claiming to be affected by the Force Majeure Event including a grid supply voltage outside of the standard range specified by the utility or failure of equipment not used by or under the control of the party claiming to be affected by the Force Majeure Event.
- 12. DISCLAIMER OF WARRANTY. EXCEPT FOR THE REPAIR SERVICES EXPRESSLY DESCRIBED IN SECTION 3 OF THIS AGREEMENT, WE MAKE NO WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM, THE GENERATION AND DELIVERY OF ELECTRICITY, OR ANY ASSOCIATED SERVICE PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTER, ALL OF WHICH WE EXPRESSLY DISCLAIM. OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 12 AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. ONLY WE HAVE THE RIGHT TO ENFORCE ANY WARRANTY PROVIDED BY OUR CONTRACTORS OR SUPPLIERS ON THE MANUFACTURE OR INSTALLATION OF THE SYSTEM.
- **13.** LIMITATIONOF LIABILITY. You understand that: (a) we are not an insurer of your Property, personal property or personal safety of persons in or on your Property; (b) you are solely responsible for providing any insurance with respect to your Property and its contents; (c) the amount you pay to us is based only on the value of the electricity we provide and not on the value of your Property or its contents; (d) the System may not always operate properly for various reasons; (e) 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; (f) 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 or negligence or by a failure of the System.

THEREFORE, NOTWITHSTANDING ANY BREACLE OF THIS AGREEMENT BY US, ANY FAILURE OF THE SYSTEM OR THE REPAIR SERVICES DESCRIBED IN SECTION 3, OR ANY NEGLIGENT ACT BY US THAT CAUSED OR ALLOWED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN OR ON YOUR PROPERTY, YOU AGREE THAT, UNLESS SUCH INJURY OR LOSS WAS CAUSED BY OUR GROSS NEGLIGENCE, FRAUD OR WILLFUL INJURY, OUR LIABILITY WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR



THE ELECTRICITY PRODUCED BY THE SYSTEM, AND THIS WILL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT WE WERE LIABLE FOR THE INJURY OR LOSS.

OUR LIABILITY TO YOU UNDER THIS AGREEMENT IS LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 13 AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

- 14. INDEMNIFICATION. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless us, our successors and assignees, and our and their employees, officers, directors and agents, from any and all losses, liabilities, damages, claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits or demands of any kind or nature arising out of, connected with, relating to or resulting from your failure to comply with any of the terms or conditions of this Agreement or your use, possession or operation of the System. However, (1) nothing in this section 14 requires you to indemnify us or any other person referred to above in this section 14 for our own or its own negligence or willful misconduct and (2) nothing in this section 14 requires you to indemnify any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. YOU AGREE TO NOTIFY YOUR HOME INSURANCE COMPANY OF THIS RELEASE.
- 15. AMENDMENTS AND WAIVERS. This Agreement may only be amended or modified by an instrument in writing signed by both you and us.
- **16.** ENTIRE AGREEMENT. This Agreement, the Design Packet, the notices in Exhibit C, 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
- 17. BINDING EFFECT. This Agreement is binding upon and will inure to the benefit of you and us and our and your respective heirs, 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 will be void.
- 18. GOVERNING LAW. This Agreement, and any instrument or agreement required hereunder, is governed by the law of the state where your Property is located and, to the extent applicable, federal law.
- 19. NOTICE. All notices under this Agreement will be in writing and will be delivered by hand, facsimile, email, overnight courier or certified or registered mail, return receipt requested, and be treated as received upon personal delivery, acknowledgment of receipt of an email or facsimile, the promised delivery date after deposit with overnight courier, or five days after deposit in the mail. Notices will be sent to the person identified in this PPA at the address in the PPA or such other address as either party may specify in writing. Each party will treat any document faxed to it as an original document.
- 20. SURVIVALAND WAIVER. The rights and obligations under section 5, section 9, section 12, section 13, and section 14 shall survive any cancellation, expiration or termination of this Agreement. Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, will not (i) be construed as a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.
- 21 SEVERABILITY. Subject to any contrary rule set forth in section 5, 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 will be considered divisible and the provision will be inoperative. In all other respects, this Agreement will remain in full force and effect.
- 22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and all such counterparts will be treated as one instrument. A facsimile or portable document format ("pdf") will be treated as an original for purposes hereof.

#### 23. NOTICE TO CUSTOMERS

- A. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT: (i) this Agreement including the attached exhibits and (ii) the Design Packet. These documents are expressly incorporated into this Agreement and apply to the relationship between you and us.
- B. 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.
- C. DONOTSIGNTHISAGREEMENTBEFOREYOU HAVE READ ALLOF 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.
- D. DONOTSIGNTHISAGREEMENTIFTHISAGREEMENT 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.
- E. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE (A) DATE YOU SIGN THIS AGREEMENT OR (B) THE DATE WHEN WE PROVIDE YOU THE DESIGN PACKET. See the Notice of Cancellation form, attached as <a href="Exhibit B">Exhibit B</a>, for an explanation of this right.

Customer's Ham Pocksigned in the Co	Customer's Name:	Suncrest Solar, Ing
Signature:	Signature:	Signature:
Date:	Date:	Date: 0/02//7



# EXHIBIT A

# FORM OF TRANSFER AGREEMENT

of his or her right, title and interest (including any warranties) in and to a Residential Power Purchase Agreement dated
, 20 ( <u>"PPA"</u> ), for the System (as defined in the PPA) located at
$Transfere accepts the {\tt transfer} of the {\tt PPA} and assumes all duties, obligations and liabilities of every kind and character of the {\tt Transfer} or under the {\tt PPA}.$
This Transfer Agreement may be executed simultaneously in any number of counterparts. Each counterpart will be treated as an original, and all such
counterparts will be treated as one and the same instrument. The parties agree that this Transfer Agreement may be signed electronically and transmitted
between them by fax or email and that electronic, faxed and PDF signatures will be treated as original signatures and that an electronic, faxed or PDF signature is
binding upon the parties.
binding upon the parties.
Capitalized terms not defined herein have the same meaning as in the PPA.
capitalized terms not defined neterin have the same meaning as in the TTA.
IN WITNESS WHEREOF, the parties have executed this instrument to be effective
TRANSFEROR:
[NAME]
TRANSFEREE:
TIVITAL CALL.
[NAME]
AGREED AND ACCEPTED, the undersigned consents to the transfer provided herein. Suncrest
Solar, Inc.
Ву:
рү
Name:
Title:



### **EXHIBIT B (CUSTOMER COPY)**

# FORM OF NOTICE OF CANCELLATION (STATUTORILY-REQUIRED LANGUAGE) DATE OF

TRANSACTION:
YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE OR THE DATE WHEN WE PROVIDE YOU THE DESIGN PACKET.
IF YOU CANCEL, THEN ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS AFTER RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS AFTER YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU WILL REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
TOCANCELTHISTRANSACTION, MAILOR DELIVER BY FAXOREMAILOR AN OVERNIGHT DELIVERY SERVICE ASIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND AN EMAIL TO SUNCREST SOLAR, INC., AT <a href="mailto:thehub@suncrestsolar.com">thehub@suncrestsolar.com</a> NO LATER THAN MIDNIGHT THREE BUSINESS DAYS AFTER THE ABOVE DATE OR THE DATE WHEN WE PROVIDE YOU THE DESIGN PACKET.
I HEREBY CANCEL THIS TRANSACTION DATED
Ву:
Name:



# EXHIBIT B (SUNCREST COPY)

# FORM OF NOTICE OF CANCELLATION (STATUTORILY-REQUIRED LANGUAGE) DATE OF

TRANSACTION:
YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE OR THE DATE WHEN WE PROVIDE YOU THE DESIGN PACKET.
IF YOU CANCEL, THEN ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS AFTER RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS AFTER YOUR NOTICE OF CANCELLATION,
YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU WILL REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
TO CANCELTHISTRANSACTION, MAILOR DELIVER BY FAXORE MAILOR ANOVERNIGHT DELIVERY SERVICE ASIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND AN EMAIL TO SUNCREST SOLAR, INC., AT <a href="mailto:the-hub@suncrestsolar.com">the-hub@suncrestsolar.com</a> NO LATER THAN MIDNIGHT THREE BUSINESS DAYS AFTER THE ABOVE DATE OR THE DATE WHEN WE PROVIDE YOU THE DESIGN PACKET.
I HEREBY CANCEL THIS TRANSACTION DATED
Ву:
Name:



### **EXHIBIT C**

### GENERAL LIABILITY INSURANCE

Suncrest Solar, Inc., carries commercial general liability insurance written by Colony Insurance Company (A.M. Best #: 003283 | NAIC #: 39993 | FEIN #: 541423096). You may call Colony Insurance Company at 804-560-2000 to check our insurance coverage.

### WORKERS' COMPENSATION INSURANCE

Suncrest Solar, Inc., carries workers' compensation insurance for all employees written by Workers Compensation Fund (A.M. Best #: 003482 | NAIC #: 10033 | FEIN #: 870407018). You may call Workers Compensation Fund at 385-351-8000 to check our insurance coverage.

#### RECURRING PAYMENT AUTHORIZATION

Setting up automatic payments from your deposit account is a convenient service that saves time and helps to ensure payments are made on time. By signing this Recurring Payment Authorization ("Authorization"), Ana Mirazo ("Customer") authorizes Suncrest Solar, Inc., its agents, service providers, and any successors or assigns ("Provider") to, in accordance with the Residential Power Purchase Agreement (the "Agreement") entered into by and between Customer and Provider, initiate electronic payments from the deposit account listed below, or any other deposit account that Customer later specifies (collectively, the "Deposit Account").

Payment Authorization, Terms, and Frequency. As set forth in the Agreement, Provider will supply Customer with a monthly invoice which will set forth the monthly payment owed and the payment due date (each monthly invoice, an "Invoice"). Provider will send Customer an Invoice on or about the 10<sup>th</sup> calendar day of each month, but in no event less than 10 calendar days before a payment due date. Customer authorizes and directs Provider to initiate electronic payments from the Deposit Account for the amount set forth in each Invoice to Customer's Deposit Account on or after the corresponding payment due date set forth in the Invoice. In the event Provider makes an error in processing a payment, Customer further authorizes Provider to initiate any payment entries necessary to correct such error. Additionally, instead of or in addition to seeking payment from the Deposit Account described in this Authorization, Customer authorizes Provider to process any payment entry that Customer subsequently confirms by phone, e-mail, or text message. If any payment subject to this Authorization is returned unpaid, Customer authorizes Provider to reinitiate such payment up to two additional times.

Fees. Provider shall have no liability or responsibility for any losses due to any delay in the actual date on which the Deposit Account is debited. [Customer agrees that should Provider incur fees as a result of inaccurate or out of date information, Customer will be liable to Provider for such charges.] [Also, Provider reserves the right to change the conditions of the Agreement at any time. Notice will be given on or with the monthly bill or by other methods.] Customer acknowledges that his/her financial institution may charge a fee, in addition to any returned check fee Customer may owe to Provider if a charge is returned unpaid or rejected, and Customer agrees that Provider will have no liability regarding any such fees.

Revocation/Termination of Authorization. Customer acknowledges that this Authorization will terminate upon the earlier of the termination of the Agreement, or upon Customer's revocation of this Authorization. CUSTOMER MAY REVOKE THIS AUTHORIZATION BY SENDING A WRITTEN NOTIFICATION TO PROVIDER AT THE ADDRESS SET FORTH ON THE FIRST PAGE OF THE AGREEMENT (OR, UPON WRITTEN NOTICE TO CUSTOMER, AT ANY ADDRESS LATER DESIGNATED BY PROVIDER) OR BY CALLING US AT (XXX) XXX-XXXX (OR, UPON WRITTEN NOTICE TO CUSTOMER, AT ANY NUMBER LATER DESIGNATED BY PROVIDER) AT LEAST THREE BUSINESS DAYS BEFORE A PAYMENT DUE DATE OR IN SUCH TIME AND MANNER TO GIVE PROVIDER REASONABLE OPPORTUNITY TO ACT ON CUSTOMER'S REQUEST. Provider reserves the right to terminate this Authorization at any time. Should this Authorization be revoked or terminated, Customer will continue to be responsible for making any remaining payments that come due. Customer acknowledges that origination of the payments specified in this Authorization are subject to applicable law and network rules.

Deposit Account information.	
Bank Name:	

Account Type: [ ] Checking [ ] Savings

Account Number:

Routing Number:

By signing below, Customer agrees to the terms of this Authorization and represents to Provider that all persons whose signatures are required to withdraw funds from the above referenced deposit account have executed this Authorization. Customer hereby acknowledges receipt of a copy of this Authorization for his/her records.

Signature: Date: 12/14/2015

Notice will be mailed to the address where the SCE electric bill is mailed.

Interconnection Customer:	Ana Mirazo	
Attention:		
Address:		
City, State, zip code:		
Phone:		
Fax:		
If to SCE:		
II to SCE.		
U.S. Mail	Courier	

Administrator P.O. Box 800

Rosemead, CA 91770

Southern California Edison Company

Attention: - Net Metering Program

- 100 LODGE CONTROL WAS

Telephone:

ерпопе.

Fax:

ix:

Email

Southern California Edison Company

Attention: Net Metering Program Administrator

2244 Walnut Grove Ave

Rosemead, CA 91770

626- 302-9680

626- 571- 4272

customer.generation@sce.com

<u>Signatures</u>	DocuSigned by:	
Customer-G	enerator Signature: lua Mirazo	
Name:	Ana Mirazo	
Title:	Homeowner	
Date:	12/14/2015	



# Schedules NEM, MASH-VNM, NEM-V Net Surplus Compensation Rate and Renewable Energy Credits Compensation Selection Form

Custon	ner Information (as it appe	ars on your monthly SCE statement):
Custom	er or Business Name	
Street A	ddress	
City, Sta	ate, Zip	
Phone		
Service	Account #	3-
X	relevant period. The NSCI http://www.sce.com//wps	Net Surplus Compensation (NSC): compensation for the net surplus electricity I generate during my 12-month will be posted on a monthly basis at: portal/home/regulatory/tariff-books/rates-pricing-choices/net-surplus-
	compensation	
	I am not interested in partic	ipating in the program and elect not to receive compensation.
x	generating facility is a Qua	Surplus Compensation (NSC), I certify under penalty of perjury that my alifying Facility pursuant to the Public Utility Regulatory Policies Act of 1978 ation filling at the Federal Energy Regulatory Commission.
Net Su below):		Renewable Energy Credits Compensation: (please check one box
X	I elect to receive a check normal reconciliation and v	for my NSC and REC at the end of my relevant period. SCE will perform a vill zero out my account.
	normal reconciliation and v	edit for my NSC and REC to my next relevant period. SCE will perform a vill zero out my account. Any NSC credit and REC credit will be carried over d and will be applied to my future electricity bills.
underst Californ	and that the terms of my	form to SCE, I confirm the above NSC and REC payment selections. I selections are subject to any future changes directed by legislature, the sion, or applicable law. I understand that I can change my compensation
For you	r convenience, if required, t	his form will be mailed to you by SCE.
Custon	ner Signature:	ned by:
Signatu	re lua l	Mirazo ( )
Print Na	ame 6E0FB2	4E9D774CE
Date	12/14/2	015
Please		nergy Metering – NSCR and REC nern California Edison Company D2

1515 Walnut Grove Avenue Rosemead, CA 91770-9810

# SOUTHERN CALIFORNIA EDISON COMPANY NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

### 14. SIGNATURE:

A copy of this Agreement, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the (T) signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement (T) as though it were an original and it will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

Customer hereby causes this Agreement to be executed by its duly authorized representative on the date set forth below and agrees that it will become effective as provided in Section 12.1 above. (T)

By: Liva Mirago
Name: Anale MR2 Ana

# SOUTHERN CALIFORNIA EDISON COMPANY NET ENERGY METERING AND RENEWABLE ELECTRICAL GENERATING FACILITY INTERCONNECTION AGREEMENT

### 14. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 12.1 above. (T)

	CUSTOMER  Docusigned by:	SOUTHERN CALIFORNIA EDISON COMPANY
Ву:	ana Mirazo	Ву:
Name:	And EMP 4 GP 20 4 CE	Name:
Title:		Title:
Date:	12/14/2015	Date:



# AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

An EDISON INTERNATIONAL Company

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

I,						
		NAME			TITLE (IF	APPLICABLE)
of _		NAME OF CUSTOMER RECORD	((	Customer) have	the following	g mailing address
						, and do hereby appoint
		MAILING ADDRESS	CITY	STATE •	ZIP	_, and do not only appoint
		NAME OF THIRD PARTY			MAILING AD	DRESS
		CITY			STATE	ZIP
to a	ict a	s my agent and consultant (Agen	t) for the listed	account(s) and	d in the cate	gories indicated below:
AC	cou	NTS INCLUDED IN THIS AUTHOR	IZATION			
1.						30
••	-	SERVICE ADDRESS				SERVICE ACCOUNT NUMBER
2.						30
		SERVICE ADDRESS				SERVICE ACCOUNT NUMBER
3.	-	SERVICE ADDRESS				30 SERVICE ACCOUNT NUMBER
(For		than three accounts, please list additional ac	counts on a separa	te sheet and attach	it to this form)	CERVICE ACCOUNT NOMBER
The par req	Ag ticul uest	MATION, ACTS AND FUNCTIONS ent must thereafter provide spe ar account(s) before any informed act or function may result in center to the center of the cente	cific written in mation is rele	nstructions/req ased or action	uests (e-ma n is taken.	il is acceptable) about th In certain instances, th
		mer) authorize my Agent to act ill applicable boxes):	on my behalf	to perform the	e following s	specific acts and function
	1.	Request and receive billing records, account(s), as specified herein, regard EPA Benchmarking				for bill calculation for all of m
	3.	Request and receive copies of corresp		IN the Albert Labor to the	count(s) concer	ning (initial all that apply):
		a. Verification of rate, date of rate		lated information;		
		b. Contracts and Service Agreer c. Previous or proposed issuance		/credits: or		
		d. Other previously issued or un	ACT AND DESCRIPTION OF PRINCIPLE AND A STREET OF THE PRINCIPLE AND		ıts.	
	4.	Request investigation of my utility bill(s				
	5.	Request special metering, and the righ		al usage and othe	er metering data	a on my account(s).
	6.	Request rate analysis.				
	7.	Request rate changes.				
	8.	Request and receive verification of bal	ances on my acc	ount(s) and discor	ntinuance notic	es.

<sup>&</sup>lt;sup>1</sup> The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

# AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT

TO ACT	「ON MY BEHALF ON THE FOLLOWING BASIS <sup>2</sup> ( <u>initial</u>	one box only):
	information and/or for the acts and functions specified	r for the acts and functions specified above will be twelve month period from the date of execution of encing with the date of execution until e years from the date of execution.) Requests for above will be accepted and processed each time
	requested within the authorization period specified herein	R
RELEA	SE OF ACCOUNT INFORMATION:	
	lity will provide the information requested above, to thent) preferred format is (check all that apply):	e extent available, via any one of the following.
	Hard copy via US Mail (if applicable): Facsimile at this telephone number: Electronic format via electronic mail (if applicable) to this	e-mail address
on beha Custom informa underst informa account release or expe unautho Authoriz a writte (for exa	penalty of perjury under the laws of the State of Californal of the Customer of Record listed at the top of this former of Record. I further certify that my Agent has authoritation for the accounts listed on this form and performation for the accounts listed on this form and performation or taking any action on my behalf. I authorize the tor facilities to the above Agent who is acting on my betall, hold harmless, and indemnify the Utility from any liabilities resulting from: 1) any release of information to prize use of this information by my Agent; and 3) from the part of the control	rm and that I have authority to financially bind the ity to act on my behalf and request the release of the specific acts and functions listed above. I thorization request submitted before releasing Utility to release the requested information on my chalf regarding the matters listed above. I hereby ity, claims, demands, causes of action, damages, my Agent pursuant to this Authorization; 2) the any actions taken by my Agent pursuant to this cancel this authorization at any time by submitting to has authority to financially bind the customer
DEUF	BZ4E90774CEAUTHORIZED CUSTOMER SIGNATURE	TELEPHONE NUMBER
Execute	ed this day of MONTH YEAR	CITY AND STATE WHERE EXECUTED
action, o	t), hereby release, hold harmless, and indemnify the Udamages, or expenses resulting from the use of customer the taking of any action pursuant to this authorization, inc	information obtained pursuant to this authorization
	AGENT SIGNATURE	TELEPHONE NUMBER
Execut	COMPANY  ed thisday of  MONTH YEAR	

 $<sup>^{2}\,</sup>$  If no time period is specified, authorization will be limited to a one-time authorization.

# NET ENERGY METERING (NEM) RESIDENTIAL CUSTOMER SYSTEM SIZE ACKNOWLEDGEMENT 30 KW OR LESS

Renewable Electrical Generating Facilities (Generating Facility) that are sized larger than a customer's electrical requirements are not eligible for Net Energy Metering (NEM) as described in <u>Schedule NEM</u>. A Generating Facility is considered to be sized larger than a customer's electrical requirements when the estimated annual production (in kWh) of the Generating Facility exceeds the customer's past 12 months of usage (in kWh).

When a Generating Facility appears to be oversized or where an account does not have 12 months of usage history, SCE allows customers to complete this form to certify that their Generating Facility is sized appropriately as required under SCE's NEM tariffs so that the NEM interconnection process can continue. Therefore, please check the appropriate box below and sign:

	gning below, I (Customer) certify that:	
	I have compared the estimated annual product recent 12-month usage history <sup>2</sup> . I am aware produce more energy than I used in the last increase my usage accordingly in the upcome to meet this expected increase; <b>Or</b>	e that my Generating Facility is expected to 12 months. However, I affirm that I expect to
	Because I do not have 12 months of usage his production of my Generating Facility again www.sce.com/nem. Where the estimated are exceeds this calculated value, I affirm that I the upcoming year. My Generating Facility w	nst the standard 2 Watts/sq. ft. usage a nnual production of my Generating Facility expect to increase my usage accordingly <u>ir</u>
l und sized	lerstand that SCE reserves the right to furthed in accordance with the NEM tariff.	er validate that my Generating Facility is
Cust	omer Acknowledgment	·
77 S. O.	m Your SCE Bill, Please Provide:	
Froi		
Froi	m Your SCE Bill, Please Provide: tomer Name	
Froi Cus Serv	m Your SCE Bill, Please Provide: tomer Name vice Address	
Froi Cus Serv	m Your SCE Bill, Please Provide: tomer Name	
Froi Cus Serv Serv	m Your SCE Bill, Please Provide: tomer Name vice Address vice Account Number (3-XX-XXXX-XX)	
Froi Cus Serv Serv	m Your SCE Bill, Please Provide:  tomer Name vice Address vice Account Number (3-XX-XXXX-XX)	
Froi Cus Serv Serv Ana Print	m Your SCE Bill, Please Provide: tomer Name vice Address vice Account Number (3-XX-XXXX-XX)	
Froi Cus Serv Serv	m Your SCE Bill, Please Provide:  tomer Name vice Address vice Account Number (3-XX-XXXX-XX)  Mi razo Name	

<sup>&</sup>lt;sup>1</sup> The estimated solar annual production in kWh for sizing verification purposes is (CEC Nameplate kW) X 720 hrs./month X 12 months/year X 0.20 capacity factor = Annual kWh. For Wind and Fuel Cell technologies, see SCE NEM Handbook.

<sup>&</sup>lt;sup>2</sup> You may obtain your most recent 12 months of usage history by calling SCE at 866-701-7868 or 800-655-4555, or by logging in online at www.sce.com, then going to MyAccount.



## **BRIGHTEN YOUR HOLIDAYS WITH SUNCREST SOLAR**

Suncrest Solar is excited to power your home this holiday season!

To brighten your holidays even more, when you sign up with Suncrest Solar in December you will receive a \$500 VISA gift card!

By simply going green with Suncrest between December 7 - 31, Suncrest will reward you with a \$500 gift card at the time of your solar installation.

Thank you for becoming a valued member of the Suncrest family. We hope you have a bright and happy holiday season.

All you need to do is simply check the box and sign to receive this offer!

Check box to opt in bocusigned by:

Una Mirazo
6E0FB24E9D774CE...

Customer signature

Josh Hatch, SVP of Sales, Suncrest Solar