

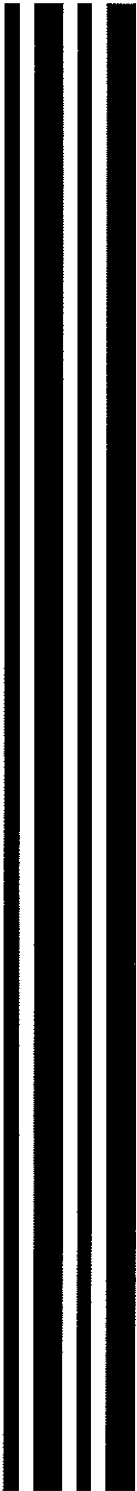


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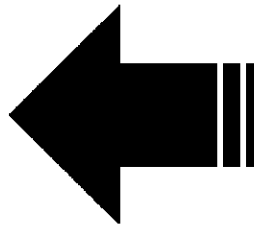
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Solar 20/20 Plan Agreement and Covenants

This Solar 20/20 Plan Agreement and Covenants (the "Agreement") is made as of **NOV. 7, 2016** between Mahammad Khatib, Lisa Khatib the purchaser of a home participating in the SunStreet Solar Home Program and as specified in the closing documents ("you" or the "Homeowner"), and SunStreet Energy Group, LLC, a Delaware limited liability company ("we," "us," "our" or the "Company"), which is an affiliate of Lennar Corporation. Homeowner and the Company are referred to herein each individually as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms set forth in Article I of this Agreement. This Agreement is also referred to in certain documents as a "Power Purchase Agreement" or "PPA."

| Homeowner Information | | | |
|--------------------------------------|---|----------------|--|
| Homeowner Name: | Mohammad Khatib and Lisa Khatib | | |
| Address of Home (the "Address"): | 13782 Sweet Avenue, Riverside, CA 92503 | | |
| Name of Community (the "Community"): | Hill Crest at Citrus Heights | | |
| Daytime Phone: | Evening Phone: | +1 815 9226867 | |
| Email Address: | lissak69@comcast.net | | |

| Customer Service Information | |
|------------------------------|---|
| Customer Service Hotline: | If you have any questions regarding any aspects of this Agreement, please call: 1-877-SLR-POWR (1-877-757-7697) |

When you sign this Agreement, you agree that you are responsible for performing certain obligations. You should read all of the terms of this Agreement to understand the obligations that you are responsible to perform. If you have purchased your home with proceeds of a loan insured by the Federal Housing Administration, we will consider releasing you from (or reducing the amount of) your payment obligations set forth in this Agreement to the extent that you can demonstrate considerable economic hardship that directly causes your inability to meet the terms of this Agreement.

Some, but not all, of your obligations under this Agreement include:

- You must provide us such access to the PV System on your home and property as is necessary to operate, maintain and repair the PV System, and to remove or modify the PV System as necessary.
- You have the right to transfer this Agreement to any subsequent purchaser of your home without penalty. Otherwise, when you sell your home you must purchase the PV System for an amount calculated in accordance with Annex IV, and sell it to the subsequent purchaser of your home. If you lease your home, you will remain responsible for performing your obligations under this Agreement.
- If this Agreement is terminated early, you may have to pay us certain fees described in the section entitled "Termination and Remedies" of this Agreement. You would be required to pay us these fees because of a "Homeowner Event of Default" as described in Section 7.01(a) of this Agreement. A Homeowner Event of Default may occur because of the following:
 - You fail to make a payment within 30 days of the date such payment was due;
 - You fail to perform your other obligations under this agreement;
 - You deny us access to the Premises;
 - You attempt to transfer your interest under this Agreement without our prior written consent, unless you are selling your home and your buyer agrees to assume this Agreement; or
 - You file for bankruptcy.

- You are responsible for notifying us of any problems with the PV System.
- You must at all times maintain working internet and electrical connections, including a router with an available terminal.
- You must maintain your property such that the PV System has adequate access to sunlight.
- You are responsible for the costs of repairing any damage to the PV System caused by you or your guests or other invitees.
- You will cooperate with us in helping you to take advantage of any net metering programs (if such programs are available in your jurisdiction) and you will be responsible for entering into the applicable arrangements with your Local Electric Utility to do so. You are obligated to purchase all electricity generated by the PV System, regardless of how much of that electricity you consume at your home, and any credits due you or charges owed by you as a result of net metering programs will only appear on your bill from your Local Electric Utility.

BY SIGNING THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU WILL BE THE OWNER OF THE HOME AT THE ADDRESS LISTED ABOVE AS OF THE CLOSE OF ESCROW AND THAT YOU AND ANY OTHER PERSON SIGNING THIS AGREEMENT UNDER THE HEADING "YOUR SIGNATURE" WILL BE THE ONLY OWNERS OF THIS HOME.

Homeowner and the Company agree to the following terms and conditions, as more fully set forth beginning with Article I on page 2:

| | |
|--|---|
| Term: | The "Term" of this Agreement shall be effective from the later of the Placed in Service Date and the Close of Escrow to the end of the 20th year after the first day of the calendar month following the "Placed in Service Date" (as defined in Article I, below) unless terminated earlier pursuant to an express provision of this Agreement or extended pursuant to Section 7.03. Notwithstanding the foregoing, if you rescind your purchase of the Home and Premises in accordance with applicable law, this Agreement shall immediately terminate with no further obligations between the Parties. We shall be obligated to remove the PV System Component Parts upon the expiration or termination of this Agreement (provided that the parties do not agree to extend this Agreement pursuant to its terms or you do not exercise your option to purchase the PV System at such time). Please note that, if the Close of Escrow is later than the Placed in Service Date, the Term of this Agreement may be less than 20 years. |
| Estimated Placed in Service Date: | 12/9/2016 |
| Approximate System Size (kW): | 3.975 (which is estimated to deliver approximately 6,250 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including weather, soiling and shading). |
| Energy Price and Other Costs: | <p>The monthly Energy Price for the Term of this Agreement shall be calculated (as set forth in <u>Annex J</u>) at a 20% discount from the Reference Price based on the monthly blended retail rate charged by the Local Electric Utility, including other rate-based charges by the Local Electric Utility. NOTE: THE ENERGY PRICE WILL VARY OVER TIME AS THE REFERENCE PRICE VARIES OVER TIME. THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES. THE REFERENCE PRICE IS BASED ON THE ESTIMATED CONSUMPTION OF THE HOME, WHICH MAY VARY SIGNIFICANTLY FROM YOUR ACTUAL CONSUMPTION. PLEASE SEE SOLAR 20/20 PLAN DISCOUNT GUARANTEE, ATTACHED HERETO AS ANNEX VI. The Energy Price is stated in dollars per kWh. Your Energy Price for the first month of the Term is estimated to be \$0.17006/kWh, assuming your Placed in Service Date falls in the month of December.</p> <p>In addition to the Energy Price, Homeowner will be responsible for all taxes levied on the purchase or sale of electricity under this Agreement (including, potentially, state and local sales tax on the equipment, based on the payments made hereunder) which the Company will collect from Homeowner for transmittal to the appropriate taxing authority.</p> |
| Payment: | We will invoice you each month for all of the electricity generated by the PV System in the relevant month, including any applicable taxes, on such day as we may select in order to coordinate billing cycles with the Local Electric Utility. The payment due is equal to: (A) the product of (1) the amount of electricity generated by the PV System in the relevant month and (2) the Energy Price for such month, as specified above, plus (B) any taxes or other amounts for which you are responsible under this Agreement. All invoices are due and payable on or before 20 days following the date of the invoice. All payments shall be made either via personal check or Automated Clearing House (ACH) payment system. Any payments not made when due, (including as a result of insufficient funds or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate (as defined below) from and including the due date but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law. We may provide you with an estimated invoice, in which case we will make any necessary adjustments in a subsequent invoice. |
| Operation and Maintenance | We are responsible for: (i) metering of the PV System (Section 2.03) and (ii) maintaining the PV System in good condition and enforcing all manufacturer warranties (Section 2.04). |
| Responsibilities: | You are responsible for using reasonable efforts to: (i) notify us of problems with the PV System (Section 2.04), (ii) maintain working internet and electrical connections (including a router and available terminal) for the purposes of ongoing monitoring of the PV System (Section 3.03), and (iii) keep all trees, other vegetation and any other obstructions from overshadowing or blocking the PV System's access to sunlight (Section 3.04). |

| | |
|---|--|
| Transfer of Ownership of the Premises: | If the Premises are sold or transferred while this Agreement is still in effect, you must require the transferee to either (i) buy the PV System (or have the transferor of the Premises buy the PV System) from the Company for the amount calculated pursuant to <u>Annex IV</u> or (ii) execute an agreement assuming all of your obligations under this Agreement. |
| Disposition at the end of the Term: | At the end of the Term: (i) we shall remove the PV System Component Parts from your Home, subject to the requirements of Section 3.07, or (ii) you and we may mutually agree to extend the Term of this Agreement, or (iii) you may buy the PV System for the Company for the amount calculated pursuant to <u>Annex IV</u> . |
| Description of PV System: | See <u>Annex II</u> , PV System Parts List |

Article 1. Definitions.

Section 1.01 Defined Terms. Unless defined in the introductory provisions or disclosure section above or in the body of this Agreement, all capitalized terms used herein have the meanings set forth below:

- (a) "Address" shall have the meaning set forth under Homeowner Information on page (i) hereof.
- (b) "Bankruptcy" means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.
- (c) "Close of Escrow" means the closing date for the purchase of the Home by Homeowner pursuant to the Purchase and Sale Agreement between Homeowner and Lennar Homes of California, Inc., a California Corporation.
- (d) "Community" shall have the meaning set forth under Homeowner Information on page (i) hereof.
- (e) "Company" means SunStreet Energy Group, LLC, a Delaware limited liability company, or any subsidiary thereof.
- (f) "Easement" means that certain easement recorded in the real property records for the County in which the Home is located, which is attached to this Agreement as Annex III and is incorporated herein by reference.
- (g) "Energy Price" shall have the meaning set forth in Annex I.
- (h) "Environmental Attributes" means any and all current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights, howsoever entitled, in each case attributed or allocable to electricity produced by the PV System. Environmental Attributes include, but are not limited to:
 - (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;
 - (ii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases (GHGs);
 - (iii) the reporting rights associated with avoided emissions or renewability, including green tags;
 - (iv) related subsidies or "tipping fees" that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or
 - (v) emissions allowances, renewable energy credits or similar benefits, certificates or credits.
- (i) "Fair Market Value" means the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction, or is related to each other.

- (j) "Generated Electricity" means the quantity of 60-cycle alternating current (AC) electricity generated by the PV System, but excludes any other generator-based or regulatory products such as capacity or ancillary services that may be available with respect to the PV System.
- (k) "Home" means the physical structure making up the Homeowner's residence at the Address.
- (l) "Homeowner's Electricity Usage" means, for any billing period, Homeowner's use of electricity at the Premises.
- (m) "Interest Rate" means the maximum rate permitted by law.
- (n) "Local Electric Utility" means the local electric utility that provides retail electric service to Homeowner.
- (o) "Ownership" or "Own" refers to, with respect to the Company, ownership of the PV System Component Parts through a direct or indirect ownership interest.
- (p) "Ownership Benefits" means Ownership of the installed PV System Component Parts, along with all associated benefits, including, but not limited to, Generated Electricity, Environmental Attributes, Renewable Energy Incentives and all other rights, privileges, assets, qualifications (including, without limitation, status as a qualifying small power production facility (QF) under federal law), incentives, utilities regulatory products (such as capacity or ancillary services) or similar benefits related thereto.
- (q) "Placed in Service Date" means the date on which the Company has (1) received all necessary approvals from the Local Electric Utility and other relevant authority, WHICH MAY OR MAY NOT HAVE OCCURRED PRIOR TO THE CLOSE OF ESCROW and (2) completed the energization of the PV System and connection thereof with the Local Electric Utility.
- (r) "Premises" means the Homeowner's Home and all surrounding property to which Homeowner holds title at the Address.
- (s) "PV System" means the solar photovoltaic ("PV") system installed on the roof of the Home, as is more fully described in Annex II, which shall include the PV System Component Parts and the Solar Fixtures.
- (t) "PV System Component Parts" means the PV System solar panels, inverters and, if applicable, racking system described in Annex II; provided, however, that PV System Components Parts do not include the Solar Fixtures.
- (u) "Reference Price" shall have the meaning set forth in Annex I.
- (v) "Renewable Energy Incentives" means (i) all available production or investment tax credits associated with the construction or operation of the PV System applicable to a federal, state or local taxation obligation, (ii) all federal, state and local tax benefits (including, without limitation, deductions, accelerated depreciation, credits and other allowances) and tax attributes relating to the PV System, and (iii) all other Environmental Attributes or financial incentives relating to the installation or Ownership of the PV System (including, without limitation, governmental, utility and nongovernmental credits, grants and rebates, including rebates under the California Energy Commission's New Solar Home Partnership).
- (w) "Solar Fixtures" means the materials and parts of the PV System that are not PV System Component Parts, each as identified in Annex II.
- (x) "Term" shall have the meaning set forth on page 1 hereof.
- (y) "Third Party Sales" shall have the meaning set forth in Section 7.01(b)(iii).
- (z) "We," "Us" and "Our" means the Company and its successors and assigns.
- (aa) "You" and "Your" means each person or legal entity, jointly and individually, that signs this Agreement as the Homeowner.

Article II. The Company's Rights and Obligations.

Section 2.01 Ownership of PV System Component Parts and Ownership Benefits. The Company Owns the PV System Component Parts and the Ownership Benefits for all purposes and Homeowner has no Ownership interest in the PV System Component Parts or the Ownership Benefits. Homeowner owns the Solar Fixtures. At the request of the Company, Homeowner shall execute and deliver any application or agreement as may be necessary for the Company to obtain any Environmental Attributes, Renewable

Energy Incentives or Ownership Benefits. Notwithstanding anything to the contrary in this Agreement, the Company shall transfer any Environmental Attributes to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a net metering arrangement with such Local Electric Utility as described in Section 3.02. In the event the PV System is removed from Home prior to the end of the Term, the Company shall be responsible for the repayment of any Renewable Energy Incentives received by the Company that may be required by the applicable authority that granted such Renewable Energy Incentives. Notwithstanding the foregoing, in the event such removal of the PV System prior to the end of the Term is due to a Homeowner Event of Default, then, in addition to any other remedies available to Company hereunder, Homeowner shall reimburse the Company for the amount of any repayment of Renewable Energy Incentives that are due by the Company as a result of such removal (as set forth in Section 7.01(b)(vi)).

Section 2.02 Generated Electricity. The Company shall sell to Homeowner, and Homeowner shall purchase from the Company, all Generated Electricity from the PV System from the later of: (i) the Placed in Service Date, or (ii) the Close of Escrow, until the end of the Term (unless this Agreement is terminated earlier pursuant to Article VII) at the applicable Energy Price calculated as provided in Annex I; provided, however, that if the monitoring system is inoperable for a period of time for any reason, including the Homeowner's failure to maintain working internet and electrical connections, the Company may charge the Homeowner for the estimated amount of Generated Electricity received by the Homeowner during the applicable period. Such estimated amount will be based on the historical production of the PV System during the same period in previous years, the weather (including estimated solar irradiation) during such period, utility records and other relevant information.

Section 2.03 Metering. The Company or its third party contractors shall provide ongoing metering of the PV System to collect data regarding the PV System, including generation data for assessing Generated Electricity and collection of solar energy availability. The Company will provide and maintain metering equipment to measure the amount of Generated Electricity actually produced by the PV System. The Company will make the meter data available to Homeowner on request or as otherwise required by applicable regulations. If testing of the meter indicates that it is inaccurate by more than +/- 5%, the Company will pay for the costs of necessary repairs and recalibration (including the cost of testing) and will make retroactive adjustments in the amount of any required payments hereunder based on corrected meter data for the period of such inaccuracy or 180 days, whichever is less.

Section 2.04 Enforcement of the Warranties; Maintenance. The Company will use commercially reasonable efforts to enforce all warranty terms to perform necessary corrective maintenance in accordance with the terms of applicable manufacturer and vendor warranties. The Company will maintain the PV System in good condition; provided, however, that Homeowner will be responsible for any damage caused by Homeowner or Homeowner's guests, invitees, contractors or agents. If Homeowner notices that the PV System is not functioning properly for any reason, Homeowner will promptly notify the Company by calling the Customer Service Hotline provided on the cover sheet of this Agreement.

Section 2.05 Casualty Losses. If the PV System is damaged by a casualty covered by insurance, the Company will promptly repair and replace the damaged portions of the PV System as necessary to restore it to good working condition. If the PV System is damaged by a casualty not covered by insurance, the Company may at its option repair and restore the PV System to good working condition or terminate this Agreement and convey the PV System in its existing condition, as is, to the Homeowner.

Article III. Homeowner Rights and Obligations.

Section 3.01 Use of the PV System. The PV System is for residential use solely at the Premises. Homeowner agrees to use the PV System and any Generated Electricity solely for personal, family or household purposes. Homeowner agrees that no electricity generated by the PV System may be used to heat a swimming pool.

Section 3.02 Net Metering. If the Generated Electricity exceeds the Homeowner's Electricity Usage during any Local Electric Utility calculation period during the Term of this Agreement, local law may entitle the Homeowner to credits or payments from the Local Electric Utility for Generated Electricity that is placed onto the transmission grid of the Local Electric Utility as a result of such excess. In such case, the Homeowner shall be responsible for executing any agreements or other documents with the Local Electric Utility in order to obtain such credits and payments and shall retain all such credits or payments for its own account. Regardless of Homeowner's participation in such a program, Homeowner is responsible for purchasing all Generated Electricity from the PV System.

Section 3.03 Monitoring. Homeowner grants to the Company the right to obtain and monitor the energy production by the PV System. Homeowner will maintain working high-speed internet and electrical connections (including a router and available terminal) for the purposes of such ongoing monitoring and metering of the PV System and collection of data on available solar energy at the PV System location, as provided in Section 2.03; provided, however, that, in the event that Homeowner fails to maintain the required internet or electrical connection(s) for a period of time, the Company may charge the Homeowner the Energy Price for an estimated amount of Generated Electricity as set forth in Section 2.02 during such

period of time.

Section 3.04 Solar Access. Without limiting Homeowner's obligations and the Company's rights under the Easement and Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community described in Article VI, Homeowner shall use reasonable efforts to keep all trees, vines, ivy and other vegetation on the Premises trimmed in order to keep the PV System free of overshadowing or other blocked access to sunlight during the Term, and Homeowner will use reasonable efforts to keep the PV System free of overshadowing or other blocked access to sunlight from trees, other vegetation or other obstructions on Homeowner's property during the Term. Subject to Section 3.06, Homeowner shall not install other landscaping, structures or improvements on the Premises that would, or could reasonably be expected to, block the PV System's access to sunlight.

Section 3.05 No Alteration. Homeowner will not alter, modify, enhance, remove, add or attach anything to the PV System or any individual PV System Component Parts (collectively "Alterations") without the Company's prior written approval. Any Alteration that is made will become part of the PV System and will become the Company's property. In no event will Homeowner take any action in relation to any of the PV System Component Parts that could void or impair any warranty relating to the PV System or its installation or which might cause any damage to the PV System.

Section 3.06 Temporary Removals. If Homeowner desires to make any repairs or improvements to the Premises that require the temporary removal of the PV System or that could interfere with the performance or operation of the PV System or which might cause any damage to the PV System (including, without limitation, repair of the roof or any structure on the Premises at which the PV System is situated), Homeowner will give the Company at least ten (10) days prior written notice, such that the Company or its third party contractors will provide Homeowner with an estimate of the costs to remove and secure the PV System prior to commencement of the repair or improvement and replace the PV System after the repair or improvements have been completed. If Homeowner elects to proceed with repair or improvement to the Premises, it shall so notify the Company and Homeowner will reimburse the Company for all reasonable costs of removing, securing, storing and replacing the PV System and for any damage thereto.

In the case of emergencies that may reasonably require temporary removal or relocation of the PV System or any PV System Component Parts, Homeowner will contact the Company, and the Company will respond to Homeowner's requests as quickly as practicable at Homeowner's sole expense; provided, however, if the Company is unable to respond as necessary to the emergency, Homeowner may, at its own expense, contract with a solar installer licensed in the state in which the Home is located to remove and store the PV System as necessary to make repairs required by the emergency. Homeowner will in all events be responsible for any damage to the PV System that results from actions taken by Homeowner or Homeowner's contractor. Homeowner shall notify the Company within forty-eight (48) hours of taking any such action.

Homeowner will be responsible for, and will pay the Company for, the estimated amount of Generated Electricity that would have been produced by the PV System during the period when the PV System was removed from the Home calculated as set forth in Section 2.02; provided, however, that the Company will forego billing the Homeowner for such estimated amount for the first five (5) business days (in any twelve month period) of the temporary removal of the PV System. Notwithstanding the foregoing, in the event that the Home is subject to a casualty that forces removal of the PV System, the Company shall forego billing the Homeowner for the estimated amount of Generated Electricity for a period equal to the amount of time required to perform necessary Home repairs and replace the PV System.

Section 3.07 No Removal of PV System. Homeowner agrees that, except as provided in Sections 3.06 and 7.03, the PV System will at all times be kept and used at the Premises. If the Company removes the PV System Component Parts at the end of the term, the Company will restore the Home's roof to a sound and watertight condition that is architecturally consistent with the rest of the Home.

Section 3.08 PV System Component Parts Are Not Fixtures. Homeowner acknowledges and agrees that the PV System Components Parts are the personal property of the Company and are not fixtures to the Premises. Homeowner further acknowledges and agrees that Homeowner has no ownership interest in the PV System Component Parts.

Section 3.09 No Liens, etc. Homeowner agrees to keep the PV System Component Parts free of any liens and other encumbrances. Homeowner agrees that the PV System Component Parts may be marked and identified as property of the Company. Homeowner may not change, remove, or alter any of these markings or identifications.

Article IV. Payment. The Company shall invoice Homeowner monthly for the previous month's Generated Electricity, including all applicable taxes to be collected from Homeowner by the Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal the product of the Generated Electricity and the Energy Price, as set forth on the cover sheet of this Agreement. As provided in Sections 2.02, 3.03 and 3.06, where necessary, the Company may send an estimated invoice with a final adjustment to follow on a subsequent invoice. Each monthly payment shall be paid in lawful money of the United States of

America by personal check or automated clearing house (ACH) transfer through such bank or financial institution as shall be approved in writing by Company, in Company's reasonable discretion, and to an account designated by Company, pursuant to an Authorization Agreement for Pre-authorized Payments, in the form attached hereto as Annex VIII. Each monthly payment shall be due (and in the case of an ACH payment, initiated by Company) on the twentieth (20th) day following the date of invoice. All invoices will be sent to the Homeowner by electronic mail or U.S. mail. Any payments not made when due (including as a result of insufficient funds by Homeowner or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate from and including the due date to but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law.

As a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the PV System (including, without limitation, any rebates), the following categories of costs to Homeowner have been eliminated or reduced, as applicable, pursuant to the terms of this Agreement: (1) no down payment to enter into this Agreement; (2) reduced ongoing monthly payments (by discount to the stated Reference Rate); (3) no annual automatic increase in Energy Price; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for regular maintenance of the PV System (including cleaning, servicing, and/or repairs); (6) no payment for insurance of PV System; and (7) no transfer fee to assign this Agreement to a subsequent homebuyer.

Article V. No Warranties. NO WARRANTY TO HOMEOWNER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PV SYSTEM, INSTALLATION, ELECTRICITY GENERATION, OR ANY ASSOCIATED SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE COMPANY. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT THE COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

Article VI. Easement. The Parties acknowledge the existence of the Easement, which is attached to this Agreement as Annex III and which permits the Company's or its third party contractors' access to the Premises for, among other things, installation, servicing, maintenance and removal of the PV System and any modifications to the PV System necessary to effect Third Party Sales. The Easement shall not be affected by any termination of this Agreement and shall only terminate in accordance with its terms. Homeowner agrees and acknowledges that the Premises are subject to that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement grant certain rights to the Company including the right to cure "Prohibited Shading" as such term is defined thereunder.

Article VII. Termination and Remedies.

Section 7.01 Termination due to Homeowner Default.

(a) Homeowner Events of Default. A "Homeowner Event of Default" shall mean, with respect to Homeowner, the occurrence of any of the following:

- (i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within thirty (30) calendar days after written notice;
- (ii) the failure to perform any other material obligation (other than those listed in this Section 7.01(a)) set forth in this Agreement (which includes any negative obligations undertaken by Homeowner hereunder) within thirty (30) calendar days after written notice;
- (iii) Homeowner denies the Company access to the Premises or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;
- (iv) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except as provided for in Section 10.02, without the Company's prior written consent; or
- (v) Homeowner Bankruptcy.

(b) Remedies for Homeowner Default. Upon the occurrence of a Homeowner Event of Default, the Company may exercise any one or more of the following remedies:

- (i) suspend its performance under this Agreement until the Homeowner Event of Default has been cured;
- (ii) terminate this Agreement and Homeowner's right to use the PV System and the Generated

Electricity;

(iii) leave the PV System in place on the Home, but deny Homeowner access to and use of the Generated Electricity, which may be redirected and sold to third parties for the Company's account (including to the Local Electric Utility) in the Company's sole discretion ("Third Party Sales"), in which case Homeowner will not be charged for any Generated Electricity sold to such third party;

(iv) remove the PV System Component Parts from the Premises and restore the roof to a sound and watertight condition; provided, however, that all Solar Fixtures will remain on the Premises; and/or

(v) exercise any other remedy provided under applicable law or regulation, but such remedy shall not include specific performance; and/or

(vi) in addition to all other available remedies, recover the lesser of the following two amounts:

(A) The net present value of the remaining payments due under this Agreement (utilizing a 6% discount rate and assuming future output is the same as past output adjusted for expected panel degradation), plus the value of any Renewable Energy Incentives lost or recaptured as a result of the Homeowner Event of Default, less any amounts the Company recovers or reasonably expects to recover from the wholesale sale of power to the Local Electric Utility; and

(B) The amount calculated pursuant to Annex IV.

IF YOU HAVE PURCHASED YOUR HOME WITH PROCEEDS OF A LOAN INSURED BY THE FEDERAL HOUSING ADMINISTRATION, WE WILL CONSIDER RELEASING YOU FROM (OR REDUCING THE AMOUNT OF) YOUR PAYMENT OBLIGATIONS SET FORTH IN THIS SECTION 7.01(b)(vi) TO THE EXTENT THAT YOU CAN DEMONSTRATE CONSIDERABLE ECONOMIC HARDSHIP THAT DIRECTLY CAUSES YOUR INABILITY TO MEET THE TERMS OF THIS AGREEMENT. PLEASE CONTACT COMPANY SERVICE REPRESENTATIVE FOR MORE INFORMATION.

The Parties acknowledge and agree that (A) the amounts set forth in this Section 7.01(b)(vi) are agreed upon because of the difficulty of ascertaining the exact amount of losses and damages, (B) such amounts are reasonable estimates of such losses and damages as of the date hereof and (C) such amounts are not a penalty.

Notwithstanding anything to the contrary contained herein, upon a sale of the Home, in the event the purchaser of the Home does not execute an agreement assuming all of the Homeowner's obligations under this Agreement, the purchase price of the PV System shall be the amount calculated pursuant to Annex IV.

Section 7.02 Termination due to the Company's Default.

(a) Company Events of Default. A "Company Event of Default" shall mean, with respect to the Company, the occurrence of any of the following:

(i) The Company (or Lender (as defined in Section 10.06), in its sole discretion, on the Company's behalf) fails to perform any material obligation set forth in this Agreement (which includes any negative obligations undertaken by the Company hereunder) within thirty (30) calendar days after written notice; provided, however, that Lender shall have an additional thirty (30) days (for a total of sixty (60) days) to cure such failure; and

(ii) The Company's Bankruptcy; provided, however, that no Company Event of Default shall be deemed to have occurred if within sixty (60) days after any notice to creditors being sent as part of the Bankruptcy, Lender cures any failure by the Company to perform a material obligation and assumes the Company's obligations hereunder.

(b) Remedies for Company Event of Default. Upon the occurrence of a Company Event of Default, Homeowner may:

(i) terminate this Agreement and request removal of the PV System from the Premises, provided that such removal shall be performed in all instances within sixty (60) days of the termination of this Agreement and only by the Company or its third party contractors and in accordance with Section 3.07 hereof; and/or

(ii) except as provided below, exercise any other remedy provided under applicable law or regulation.

Notwithstanding the foregoing, Homeowner shall have no right to claim damages as a result of the termination of this Agreement, except for (A) the costs of removing the PV System if Homeowner elects to have it removed under Section 7.02(b)(i) and the Company fails to remove the PV System as required and (B) any damages to the Home resulting from the removal of the PV System, whether by the Company or by Homeowner if the Company fails to do so as required under Section 7.02(b)(i).

Section 7.03 Termination at the End of Term. At the end of the Term of this Agreement, the Parties have the following options:

- (a) the Parties may mutually agree to extend the Term of this Agreement;
- (b) the Company shall remove the PV System Component Parts from the Home at its cost in compliance with Section 3.07 hereof; or
- (c) the Homeowner may elect to purchase the PV System from the Company for the amount calculated pursuant to Annex IV, plus all applicable sales or transfer taxes.

NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT, ANY AMOUNTS DUE AND PAYABLE BY EITHER PARTY AS OF THE DATE OF TERMINATION SHALL NOT BE AFFECTED AND SHALL REMAIN DUE AND PAYABLE.

Article VIII. Insurance.

Section 8.01 Company Insurance. The Company shall at all times during the Term of this Agreement maintain comprehensive property damage insurance on the PV System Component Parts and general liability insurance.

Section 8.02 Homeowner's Insurance. Homeowner will retain customary homeowner's insurance (including property damage and liability coverage) covering the Premises. To the extent that Homeowner's existing homeowner's insurance covers the PV System, the Homeowner shall assign the proceeds of such insurance that relate to the PV System Component Parts to the Company; provided, however, that the Homeowner shall have no obligation hereunder to procure insurance that provides such coverage.

Article IX. Force Majeure. The failure or delay of either Party's performance of its obligations under this Agreement (other than the obligation to make payments) shall be excused if such failure or delay of performance is caused by matters beyond its reasonable control, including, but not limited to, strikes, civil commotion, riots, war, terrorism, revolution, sabotage or destruction by a third party of the PV System, and acts of God such as storms, fires, floods, lightning and earthquakes (each, a "Force Majeure"). Either Party's duties and obligations shall be suspended for the duration of the Force Majeure; provided, however, that if the suspension shall continue in excess of one hundred and eighty (180) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement with no further obligation, other than as set forth in Section 7.03.

Article X. Miscellaneous.

Section 10.01 Limitation of Liability. EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES. EXCEPT FOR THE EXPRESS LIABILITIES AND OBLIGATIONS OF COMPANY (AS GRANTEE) TO HOMEOWNER (AS GRANTOR) UNDER THE EASEMENT (DESCRIBED ABOVE AND ATTACHED), IN NO EVENT OR CIRCUMSTANCE WILL THE COMPANY'S LIABILITY TO HOMEOWNER EXCEED THE THEN CURRENT FAIR MARKET VALUE OF THE PV SYSTEM.

Section 10.02 Assignment and Transfer.

- (a) The Company may sell, assign or in any other way transfer its rights and responsibilities in the PV System and this Agreement without Homeowner consent. DURING THE TERM OF THIS AGREEMENT, HOMEOWNER WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT EXCEPT IN CONNECTION WITH A SALE OF THE PREMISES, AS SET FORTH IN SECTION 10.02(b), WITHOUT THE

COMPANY'S PRIOR WRITTEN CONSENT. In the event Homeowner leases the Home to a third party, Homeowner will remain responsible for the payments due under this Agreement.

(b) If the Premises are voluntarily (or involuntarily) transferred during the Term, then Homeowner will have the option to either: (i) buy the PV System (or have the transferee of the Premises buy the PV System) for the amount calculated pursuant to Annex IV, or (ii) require the transferee of the Premises to execute an agreement assuming all of Homeowner's obligations under this Agreement. If Homeowner chooses to buy the PV System, it will pay all applicable sales or transfer taxes in addition to the purchase price calculated pursuant to Annex IV.

Section 10.03 Contractors. The Company may use third party contractors to design, install, operate, maintain, or repair the PV System and to perform any other duties under this Agreement, including collecting meter data on the Generated Electricity that the PV System generates and preparing and sending invoices to Homeowner and collecting amounts due under these invoices.

Section 10.04 Governing Law; No Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REFERENCE TO ANY CONFLICTS OF LAW PRINCIPLES. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

Section 10.05 Dispute Resolution.

(a) BINDING ARBITRATION OF DISPUTES. THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT ANY DISPUTE (HEREINAFTER DEFINED) SHALL BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY OR IN A COURT OF LAW OR EQUITY. "DISPUTES" (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE), SHALL INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT OR ANY DEALINGS BETWEEN COMPANY AND HOMEOWNER. HOMEOWNER HAS EXECUTED THIS AGREEMENT ON BEHALF OF HIS OR HER CHILDREN AND OTHER OCCUPANTS OF THE HOME WITH THE INTENT THAT ALL SUCH PARTIES BE BOUND HEREBY. ANY DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A CLAIM OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, IT BEING INTENDED THAT ALL SUCH DISPUTES SHALL BE TIME-BARRED IN THE SAME MANNER AS IF THEY WERE BROUGHT IN COURT.

(b) ARBITRATION PROCEDURE. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION ARBITRATION RULES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION ARBITRATION RULES CURRENTLY IN EFFECT, THEN THE AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN AND ENFORCED BY ANY COURT HAVING JURISDICTION OVER SUCH DISPUTE. IF THE CLAIMED AMOUNT EXCEEDS \$250,000.00 OR INCLUDES A DEMAND FOR PUNITIVE DAMAGES, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS; HOWEVER IF MUTUALLY AGREED TO BY THE PARTIES, THEN THE DISPUTE SHALL BE HEARD AND DETERMINED BY ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN THE SUBJECT AREA(S) INVOLVED IN THE DISPUTE, WHICH SHALL INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

(c) SCOPE OF ARBITRATION. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS SECTION 10.5 SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE

REMAINING PORTIONS OF THIS SECTION 10.5. COMPANY AND HOMEOWNER FURTHER AGREE THAT: (1) ANY DISPUTE INVOLVING COMPANY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, PAST OR PRESENT, SHALL ALSO BE SUBJECT TO ARBITRATION AS SET FORTH HEREIN, AND SHALL NOT BE LITIGATED IN A COURT OF LAW OR EQUITY; (2) COMPANY MAY, AT ITS SOLE ELECTION, INCLUDE COMPANY'S CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS WELL AS WARRANTY PROVIDERS AND INSURERS AS PARTIES TO THE ARBITRATION, IN WHICH CASE HOMEOWNER SHALL AGREE TO ARBITRATE ANY DISPUTE HOMEOWNER HAS WITH SUCH PARTIES AS SET FORTH IN THIS SECTION 10.5; AND (3) THE ARBITRATION SHALL BE LIMITED TO THE PARTIES SPECIFIED HEREIN.

(d) EFFECT OF ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND HOMEOWNER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS A MUTUALITY OF ALL PARTIES. COMPANY AND HOMEOWNER FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF ALL PARTIES.

(e) COSTS OF ARBITRATION. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF THIS ARBITRATION PROVISION IN A COURT OF LAW OR EQUITY, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST, INCLUDING SUCH FEES AND COSTS ASSOCIATED WITH ANY APPELLATE PROCEEDINGS. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH AWARD.

(f) ARBITRATION RULES. HOMEOWNER MAY OBTAIN ADDITIONAL INFORMATION CONCERNING THE RULES OF AAA BY VISITING ITS WEBSITE WWW.ADR.ORG OR BY WRITING THE AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.

(g) PARTIES' AGREEMENTS. THE PARTIES SUPPORT THE PRINCIPLES SET FORTH IN THE CONSUMER DUE PROCESS PROTOCOL DEVELOPED BY THE NATIONAL CONSUMER DISPUTE ADVISORY COMMITTEE AND AGREE TO THE FOLLOWING:

(i) NOTWITHSTANDING THE REQUIREMENTS OF ARBITRATION STATED IN SECTION 10.5 OF THIS AGREEMENT, THE PARTIES SHALL HAVE THE OPTION TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF THE COURT'S JURISDICTION IN LIEU OF PROCEEDING TO ARBITRATION. THIS DECISION DOES NOT APPLY TO ANY APPEAL FROM A DECISION BY A SMALL CLAIMS COURT.

(ii) THE FEES FOR ANY CLAIM PURSUED VIA ARBITRATION IN AN AMOUNT OF \$10,000.00 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE HOME CONSTRUCTION ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES.

(h) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF EITHER COMPANY OR HOMEOWNER SEEKS INJUNCTIVE RELIEF, AND NOT MONETARY DAMAGES, FROM A COURT BECAUSE IRREPARABLE DAMAGE OR HARM WOULD OTHERWISE BE SUFFERED BY EITHER PARTY BEFORE ARBITRATION COULD BE CONDUCTED, SUCH ACTIONS SHALL NOT BE INTERPRETED TO INDICATE THAT EITHER PARTY HAS WAIVED THE RIGHT TO ARBITRATE. THE RIGHT TO ARBITRATE SHOULD ALSO NOT BE CONSIDERED WAIVED BY THE FILING OF A COUNTERCLAIM BY EITHER PARTY ONCE A CLAIM FOR INJUNCTIVE RELIEF HAS BEEN FILED WITH A COURT.

NOTICE: BY INITIALING IN THE SPACE BELOW, COMPANY AND HOMEOWNER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE

THE DISPUTE LITIGATED BY A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW EACH IS GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, EACH MAY BE COMPELLED TO ARBITRATE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

BOTH PARTIES HAVE READ AND UNDERSTAND THE ARBITRATION PROVISIONS AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISIONS TO NEUTRAL ARBITRATION.

Homeowner's Initials M.K. [Signature]

Company's Initials [Signature]

Section 10.06 Lender Accommodations. Homeowner acknowledges that the Company may finance the development, installation, acquisition, operation and/or maintenance of the PV System Component Parts with financing or other accommodations from one or more other financial institutions (any such institution, together with any agent, representative, trustee, or other designee on behalf of such institution, a "Lender") and that the Company's obligations to such other financial institutions may be secured by a pledge or collateral assignment of this Agreement and a first security interest in the PV System Component Parts (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations, Homeowner agrees as follows:

- (a) **Consent to Lender's Security Interest.** Homeowner consents to the Company providing to Lender the Lender's Security Interest. However, if the Lender forecloses on the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the PV System Component Parts subject to Homeowner's rights under this Agreement. In that case, Homeowner will recognize the Lender as the new Owner of the PV System Component Parts and will make all payments due under this Agreement in accordance with Lender's instructions;
- (b) **Acknowledgement and Confirmation.** By executing this Agreement, Homeowner acknowledges and agrees that the Ownership of the PV System Component Parts remains in the Company, that the PV System Component Parts are the personal property of the Company and that the Company is authorized to file a Form UCC-1 Financing Statement (in substantially the form attached hereto as Annex VII) or similar statement with all applicable governmental agencies to evidence such ownership; and
- (c) **Further Assurances.** At the request of Lender, Homeowner agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Company, and to secure the obligations evidenced by Lender's Security Interest, so long as such document, instrument or statement does not materially increase Homeowner's obligations or decrease Homeowner's benefits under this Agreement.

Section 10.07 Notices. All notices, including invoices, under this Agreement will be in writing and shall be sent by either electronic mail or United States Postal Service Certified Mail, to the address of the other Party as set forth herein or to any later address last known to the sender. Notice will be effective upon delivery. Notices to the Company may be sent to the following address: SunStreet Energy Group, LLC, 700 NW 107th Avenue, Third Floor, Miami, FL 33172, Attention: General Counsel.

Section 10.08 Entire Agreement. This Agreement, including the Annexes and documents referred to therein, contains the Parties' entire agreement regarding the subject matter hereof. There are no unwritten agreements regarding this Agreement. Any change to this Agreement must be in writing and signed by both Homeowner and the Company. If any provision or portion thereof of this Agreement is determined to be unenforceable, the remaining provisions or portions shall be enforced in accordance with their terms.

Section 10.09 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 2.01 (Ownership of the PV System Component Parts and Ownership Benefits), Section 3.04 (Solar Access), Section 3.05 (No Alteration), Section 3.06 (Temporary Removals), Section 3.07 (No Removal of PV System), Section 3.08 (PV System Component Parts Are Not Fixtures), Section 3.09 (No Liens), Article 6 (Easement), Sections 7.01(b) (Remedies for Homeowner Default), Section 10.01 (Limitation of Liability), Section 10.04 (Governing Law; No Jury Trial), Section 10.05 (Dispute Resolution), Section 10.07 (Notices), and Section 10.08 (Entire Agreement).

Section 10.10 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns, provided that no assignee or transferee of a Party shall have any rights under this Agreement unless it shall have delivered to the other Parties hereto an express written agreement by such assignee or transferee confirming such



assignee's or transferee's agreement to be bound by each and every provision of this Agreement.

Section 10.11 Recordation of Notice. Homeowner agrees to execute and acknowledge a "Notice of an Independent Solar Energy Producer Contract" in the form of Annex V as required by California Public Utilities Code Section 2869 and authorizes the Company to record the Notice in the Official Records of the county in which the Premises are located.

Section 10.12 Affiliated Business. Both Company and Lennar Homes of California, Inc., a California Corporation ("Builder") are affiliated with Lennar Corporation, meaning that Lennar Corporation has an ownership interest in both Company and Builder. However, neither Company nor Builder has a direct interest in the other.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Solar 20/20 Plan Agreement and Covenants to be duly executed as of the first date written above.

| | |
|--|---|
| <p>COMPANY SIGNATURE: By signing below, the Company agrees to the terms and conditions of this agreement.</p> <p>SUNSTREET ENERGY GROUP, LLC</p> <p> SunStreet Representative - <u>Iris Brautigam</u> Date <u>10/24/2016</u></p> | <p>HOMEOWNER SIGNATURE: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES (i) THROUGH 14 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES (i) THROUGH 14 OF THIS AGREEMENT AS WELL AS ANNEXES I - IX ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT</p> <p> Homeowner - <u>Mohammad Khatib</u> Date <u>11/7/16</u></p> <p> Homeowner - <u>Lisa Khatib</u> Date <u>11/7/16</u></p> <p>Homeowner - _____ Date _____</p> <p>Homeowner - _____ Date _____</p> |
|--|---|

Annex I

Energy Price

The Energy Price for each month of the Term will be twenty percent (20%) **less** than the Reference Price (defined below).

$$\text{Energy Price} = \text{Reference Price} - (\text{Reference Price} \times 20\%)$$

The "**Reference Price**" is a blended rate per kilowatt hour (kWh) for each month that would have otherwise been charged by the Homeowner's Local Electric Utility had there been no PV System installed on the Home, but using an estimate of Homeowner's electricity consumption during such month to calculate such rate. The Reference Price is based on: (i) the Local Electric Utility's filed tiered rate structure, taking into consideration any seasonal adjustments (but **not** any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), (ii) the Local Electric Utility's "**Non-Bypassable Charges**," which are all other charges imposed by the Local Electric Utility, whether on a per kWh basis or as a fixed dollar amount (including, without limitation: distribution, transmission, nuclear decommissioning, and energy cost recovery amounts), (iii) the tax rates charged by the Local Electric Utility, and (iv) the consumption of energy by a home with the same floor plan in the Community as the Home during the applicable month, as determined by the Consumption Analysis (defined below) (so as to determine the amount of energy in each energy "tier" of the Local Electric Utility). **NOTE: BECAUSE THE ENERGY PRICE IS BASED ON A DISCOUNT OFF OF THE REFERENCE PRICE THE ENERGY PRICE WILL CHANGE IF THE REFERENCE PRICE CHANGES. THAT IS, THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES.**

Given that, at the inception of the Agreement, the Company has no actual consumption history for the Home from which to calculate the actual amount of energy in each "tier" for any given month, the Company has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in the Community as the Home, to determine the Homeowner's estimated electricity consumption for each calendar month (the "**Estimated Energy Consumption**").

The Reference Price is calculated by utilizing the appropriate Utility Rate for each of the Local Electric Utility's tiers, based on the Estimated Energy Consumption, adding the per kWh rate of Non-Bypassable Charges (based on the Estimated Energy Consumption, if necessary), and adding any taxes charged by the Local Electric Utility. **NOTE: BECAUSE THE REFERENCE PRICE IS A BLENDED RATE BASED ON THE UTILITY RATE AND ITS NON-BYPASSABLE CHARGES, THE REFERENCE PRICE MAY CHANGE IF EITHER THE UTILITY RATE OR ITS NON-BYPASSABLE CHARGES CHANGE.** The Company shall update the Reference Price annually based on the Homeowner's actual energy consumption during the prior twelve (12) months, provided Homeowner submits, within thirty (30) days from each anniversary date of the later of: (i) the date on which the PV System was Placed in Service, or (ii) such Homeowner's Close of Escrow, copies of the unaltered invoices Homeowner has received from the Local Electric Utility during such twelve (12) month period, and provided Homeowner otherwise complies with the procedures set forth in the "Solar 20/20 Plan Discount Guarantee" attached hereto as Annex VI and made available on the Company's website. **NOTE: THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.**

The Company has also engaged an independent third party to certify the Utility Rate, the Non-Bypassable Charges and any applicable taxes, which will be updated at least annually or as and when filed and changed by the Local Electric Utility. **NOTE: THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.** The Reference Price will be updated accordingly upon any such change. In the event the Reference Price is incorrect due to an error in the rates or amounts certified to Company, Company shall correct the Reference Price upon notification and confirmation of such error and shall provide a credit to Homeowner against future invoices from the Company in the amount of any past overpayments by Homeowner due to such error. **The Company's liability for such errors shall be limited to the amount of such credit and, provided the Company utilized the Utility Rate, Non-Bypassable Charges and tax rates certified as correct by such independent third party in calculating the Reference Price, the Company shall not be deemed to be in default for purposes of Section 7.02 of the Agreement.**

The Reference Price is based on the standard Utility Rates and Non-Bypassable Charges charged by the Local Electric Utility and does not take into account any special rates that may be charged to seniors, military personnel or other similar discounted rates.

Annex II

A. PV SYSTEM PARTS LIST

- Solar Panels and hardware
- Racking system rails and hardware
- Micro-Inverters, trunk line and array ground wire
- Mounting foot 'L' bracket

B. SOLAR FIXTURES

- Roof top junction boxes
- All rough electrical conductors below roof line
- Mounting foot flashing and lag bolt

Annex III

Form of Easement

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

LENNAR
Attn: _____
25 Enterprise
Aliso Viejo, CA 92656

(Space above this line for Recorder's use.)

APNs:

GRANT OF EASEMENTS
FOR
SOLAR ENERGY EQUIPMENT

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("Grant") is made as of _____, by _____ ("Lennar") for the benefit of SunStreet Energy Group, LLC, Delaware limited liability company ("Grantee") with regard to the real property ("Property") described on **Exhibit A** attached to and incorporated in this Grant, which Property is, as of the date of this Grant, owned by Grantor. The Property consists of multiple lots (each a "Lot"), each of which is or will be improved with either a residence including an attached or detached garage (each, a "Home"), or a structure for the common use of residents. Lennar and each successive owner of a Lot are referred to collectively as "Grantors" and individually as "Grantor" in this Grant.

1. Equipment Defined. There has previously been installed, or there will hereafter be installed, on some or all of the Homes or common use structures within the Property, a rooftop solar electric generating system designed to deliver electric power to the Home or a common use facility, which system may include, without limitation, modular solar energy panels or laminates, mounting systems, inverters, cables, conduits, wires, meters, monitoring equipment and other equipment and appurtenances relating to solar electric power generation and delivery (collectively, the "Equipment"). Installation and operation of the Equipment is consistent with public policies that encourage solar energy systems as a reliable, alternative source of clean and renewable energy.

2. Grant of Non-Exclusive Easement. For valuable consideration, the receipt and sufficiency of which are acknowledged, Lennar now grants to Grantee non-exclusive easements in gross and rights-of-way over each of the Homes and Lots within the Property, for purposes of designing, laying-out, installing, accessing, operating, maintaining, repairing, replacing, improving, expanding (provided such expansion is approved by Grantor) and removing the Equipment installed on the Homes or common use structures, together with the right to transfer all or a portion of the same easements in gross and rights-of-way by easement deed to successors, all as more particularly described herein.

3. Easement Rights. The easements and rights-of-way granted to Grantee under this Grant include, without limitation:

(a) **Access.** An access easement and right-of-way over and across the Lots within the Property, and upon any Home or common use structure now or hereafter constructed thereon, for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant and that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for [*Insert Community*] _____ made by _____ as Declarant therein (the "CC&Rs");

(b) **Installation and Removal.** An easement and right-of-way to use all or such portion of the rooftop of each Home or common use structure as Grantee may desire for the design, layout, installation, preservation, operation, maintenance, repair, replacement, improvement, expansion (provided such expansion is approved by Grantor) and removal of solar panels and other Equipment, together with the right to make such penetrations in each Home or common use structure as may be necessary or desirable in connection with the exercise of such easement rights;

(c) Interconnection. An easement to design, layout, install, preserve, operate, maintain, repair, replace, improve, expand (provided such expansion is approved by Grantor) and remove such wires, conduits and other equipment and appurtenances (in each case to the extent that the same constitute Equipment) as are necessary or desirable to connect the various components of the Equipment to each other, and to connect the Equipment to (i) the point on each Lot or within each Home or common use structure where the electrical energy is to be delivered to and received by the respective Lot owners under any power purchase agreements, leases or similar agreements (each, a "PPA") with the Lot owners, or by the local utility or another energy purchaser under any other current or future agreement or arrangement with such party, (ii) the electrical system of each Home or common use structure, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Lot and each Home or common use structure, and to make such penetrations into each Home or common use structure, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

(d) Elimination of Shading. An easement to take any other action, including, without limitation, the trimming of trees, vines, ivy or other vegetation affecting each Lot and Home or common use structure, expressly granted to Grantee in the CC&Rs or any applicable PPA.

4. Assignment of Easement Rights. Without in any way limiting the foregoing, this Grant shall also authorize and permit Grantee, from time to time and for a limited time, to assign by license, deed of trust, lease, contract or other writing, to its affiliates, lenders, mortgagees, contractors, subcontractors, lessees, agents and designees, a right to exercise any or all of the easements rights granted to Grantee under this Grant.

5. Grantor Use. Grantor reserves the right to use such portions of the rooftop of each Home or any common use structure, as are not now or hereafter used by Grantee for the Equipment or the exercise of Grantee's rights under this Grant; provided, however, that Grantor may not use or occupy the rooftop in any manner which could interfere with the exercise by Grantee of its rights under this Grant (including any shading of solar arrays comprising a portion of the Equipment), the CC&Rs or any applicable PPA.

6. Grantee Use and Indemnity. Grantee covenants and agrees that it shall (i) indemnify and hold harmless Grantor from any damage to property, injury to persons or other loss or liability incurred by Grantor, in each case to the extent caused by the negligence or willful misconduct of Grantee in the exercise of Grantee's rights under this Grant, and (ii) deliver to the occupants of each Lot notice of entry by Grantee upon each Lot not less than twenty-four (24) hours prior to such entry (a) by written instrument delivered to the occupants of the Lot, or (b) by telephone, facsimile or email communication if actually received by such occupant; provided that less than twenty-four (24) hours notice may be given to the occupants in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

7. Effect of PPA. If Grantee has entered into, or hereafter enters into, a PPA with Grantor, then during such time as such PPA remains in force and effect, Grantee and Grantor shall exercise their respective rights under this Grant in a manner that is consistent with the provisions of such PPA (whether or not such PPA is recorded in the public records).

8. Termination of Easement. This Grant will remain in effect for each Lot until the date that either (i) ownership of all of the Equipment installed on the Lot is conveyed by Grantee to Grantor, as evidenced by a written instrument executed by Grantee implementing such conveyance, or (ii) any PPA affecting the Lot is terminated, the Equipment installed on the Lot is permanently removed from the Lot or transferred to the owner of the Lot, by Grantee or by permission of Grantee, and Grantee confirms in writing to the Lot owner that such removal or transfer is permanent. Upon the written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to any Lot, prepare and record against the Lot an instrument terminating this Grant as a matter of record.

9. Ownership of Equipment. Grantor hereby acknowledges, agrees and certifies that, notwithstanding the fact that the Equipment may now or hereafter be located upon or attached to the Home or common use structure or any portion thereof, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and as between Grantor and Grantee (except as otherwise provided in the PPA with Grantor) Grantee shall be the exclusive owner of: (i) the energy generated by the Equipment and sold by Grantee to Grantor; (ii) any related environmental attributes (including, but not limited to, tax credits, offsets, allowances, certificates and other rights attributed to or allocable to the System or energy produced thereby); and (iii) related renewable energy incentives (including, but not limited to, production or investment tax credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

10. Other Interests and Rights in Equipment.

(a) Grantor Interests and Rights. Grantor does not, and shall not, have any ownership or other interest in, or right to grant any lien or security interest in or upon, the Equipment regardless of any manner by which the Equipment or any portion thereof may now or hereafter be attached to the

Home or common use structure. Grantee may remove all or any portion of the Equipment at any time and from time to time, without the consent of Grantor, subject to the terms of any applicable PPA in effect at the time of such removal. Grantor further acknowledges and agrees that the Equipment may not, and shall not, be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor or any agent of Grantor (whether with the fee or leasehold interest in the Lot, or otherwise). Grantor shall use commercially reasonable efforts to place its successors, assigns, and lienors on notice of the ownership by Grantee of the Equipment and the easements granted by this Grant, the existence of any security interest therein or lien thereon in favor of any lender or mortgagee of Grantee, and the fact that the Equipment is not part of the Property or a fixture thereof, in each case as necessary and appropriate to avoid confusion or adverse claims.

(b) Grantor Indemnity of Grantee. Grantor shall indemnify, defend and hold harmless Grantee against all losses, claims, costs and expenses (including attorneys' fees) incurred by Grantee in obtaining the release and discharge of any lien, encumbrance, pledge, levy or attachment on or with respect to the Equipment or the easements granted by this Grant arising by, under or through Grantor or any agent of Grantor.

(c) Grantor Lien Waiver. Without limiting the generality of the foregoing, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Equipment, any portion thereof, or any energy, revenues or proceeds derived therefrom.

(d) Mortgagees in Possession. Notwithstanding anything to the contrary contained herein or in any PPA, in the event that (A) any Lot shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Lot (a "MIP"), and (B) any PPA relating to such Lot ("Prior PPA") shall have been terminated, whether by operation of law, in accordance with the PPA or this Grant or otherwise, then at the written request of the MIP or a subsequent purchaser of the Lot from the MIP, Grantee shall enter into a PPA relating to such Lot with such MIP or subsequent purchaser of the Lot on terms and conditions no less favorable to the owner of the Lot as those contained in the Prior PPA, including but not limited to the right to purchase electrical energy and to transfer the new PPA to any purchaser of the Lot on the same terms and conditions.

11. Subordination. Nothing in this Grant or any breach of this Grant renders invalid the lien of any beneficiary under any recorded mortgage or deed of trust encumbering the Property, made in good faith and for value, that encumbers or conveys any portion of the Property to secure performance of an obligation; provided, however, that the rights, obligations, covenants, conditions, restrictions and easements hereunder are prior to, and shall survive the foreclosure of, any lien placed upon all or any portion of the Property, including the lien of any mortgage or deed of trust.

12. Binding Effect; Assignment. This Grant is binding upon Grantor and Grantee and their respective successors and assigns, and shall encumber and burden the Lots within the Property, run with the land, survive any transfer of the Lots or the Property, be enforceable against successive owners, mortgagees and other encumbrancers of the Lots or the Property, and inure to the benefit of Grantee's successors and assigns. In furtherance thereof and as described above, "Grantor" shall include, as appropriate, the successive owners of the Lots within the Property from time to time, and "Grantee" shall include, as appropriate, the successors and assigns of the rights of Grantee hereunder from time to time. The rights of Grantee under this Grant may, from time to time, be assigned, transferred, mortgaged, hypothecated and otherwise encumbered by Grantee, in whole or in part, in each case without the consent of Grantor.

[Signatures on Following Pages]

[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTOR:

a _____

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTEE:

SunStreet Energy Group, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

EXHIBIT A
to
Grant of Easements for Solar Energy Equipment

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the [City of _____,] County of _____,
California, described as follows:

Lots _____ as shown on the subdivision map of Tract No. _____, filed on _____, in Book
_____ of Maps, at Pages _____ through _____, in the Office of the Recorder of said County.

Annex IV

PV System Purchase Price Calculation

In the event this Agreement is terminated prior the expiration of the Term, then pursuant to Section 7.01(b)(vi)(B) or Section 10.02(b), Homeowner shall pay to the Company the PV System Purchase Price, calculated as the Fair Market Value of the PV System, depreciated on a straight-line basis over the life of the PV System as follows:

Each year of the Term after the first year, the Fair Market Value of the PV System for such year shall be equal to:

The prior year's Fair Market Value of the PV System - [The Original Fair Market Value of the PV System / Useful Life of the PV System]

Where:

The Original Fair Market Value of the PV System = Size of the System (in Watts) x Fair Market Value per Watt

The Useful Life of the PV System = 30 years

The Original Fair Market Value of the PV System that is the subject of this Agreement (based on a \$4.90 Fair Market Value per watt) is:

3,975 Watts x \$4.90/watt = \$19,478

Assuming the Original Fair Market Value set forth above, the PV System Purchase Price each year of the Term shall be as follows:

| <u>Year of the Term</u> | <u>Purchase Price*</u> | <u>Year of the Term</u> | <u>Purchase Price*</u> |
|-------------------------|------------------------|-------------------------|------------------------|
| 1 | \$19,478 | 11 | \$12,988 |
| 2 | \$18,829 | 12 | \$12,339 |
| 3 | \$18,180 | 13 | \$11,690 |
| 4 | \$17,531 | 14 | \$11,041 |
| 5 | \$16,882 | 15 | \$10,392 |
| 6 | \$16,233 | 16 | \$9,743 |
| 7 | \$15,584 | 17 | \$9,094 |
| 8 | \$14,935 | 18 | \$8,445 |
| 9 | \$14,286 | 19 | \$7,796 |
| 10 | \$13,637 | 20 | \$7,147 |

***Includes sales tax**

Annex V

Form of Notice of An Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

[_____]
[address]
[city, state, zip]

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT
(Recorded pursuant to California Public Utilities Code Section 2869(b))

THIS REAL PROPERTY IS RECEIVING PART OF ITS ELECTRIC SERVICE FROM AN
INDEPENDENT SOLAR ENERGY PRODUCER THAT HAS RETAINED OWNERSHIP OF A SOLAR
ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE REAL PROPERTY. THE
INDEPENDENT SOLAR ENERGY PRODUCER PROVIDES ELECTRIC SERVICE TO THE CURRENT
OWNER OF THIS REAL PROPERTY THROUGH A LONG-TERM CONTRACT FOR ELECTRIC
SERVICE. THE INDEPENDENT SOLAR ENERGY PRODUCER IS REQUIRED TO PROVIDE A COPY
OF THE CONTRACT TO A PROSPECTIVE BUYER OF THE REAL PROPERTY WITHIN TEN (10)
DAYS OF THE RECEIPT OF A WRITTEN REQUEST FROM THE CURRENT OWNER OF THIS REAL
PROPERTY.

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT, dated as of
_____, _____, is between
_____ ("Homeowner") and SunStreet
Energy Group, LLC, a Delaware limited liability company ("Company").

This Notice pertains to real property described on Exhibit A ("Property"). The address of the Property is:

The Assessor's Parcel Number of the Property is: _____.

Company is an Independent Solar Energy Producer who may be contacted at:
Name: _____
Address: _____
Telephone: _____

Company owns and holds title to the solar photovoltaic system and component parts consisting of _____
("PV System") installed on the rooftop of the residence ("Home") on the Property owned
by Homeowner. Company has contracted with Homeowner for the sale of generated electricity from the PV System
to Homeowner, pursuant to the Solar 20/20 Plan Agreement and Covenants dated _____
("Agreement"). The term of the Agreement is from the later of the Placed in Service Date and the Close of Escrow
(as such terms are defined in the Agreement) to the end of the twentieth (20th) year after the first day of the
calendar month following the Placed in Service Date of the PV System (unless terminated earlier pursuant to the
terms of the Agreement or extended by mutual agreement of Homeowner and Company).

Upon the occurrence of a default by Company under the Agreement, Homeowner may (a) terminate the Agreement
and request removal of the PV System by Company, or (b) exercise any other remedies available at law or equity.

Upon the occurrence of default by Homeowner under the Agreement, Company may do any one or more of the
following: (a) suspend its performance under the Agreement until the default has been cured, (b) terminate the
Agreement and the Homeowner's rights to use the PV System and the generated electricity, (c) leave the PV System
on the Home but sell the generated electricity to a third party, (d) remove the PV System Component Parts (as such
term is defined in the Agreement) from the Home, (e) exercise any other remedies available at law or equity, and/or
(f) recover the lesser of the following two amounts: (i) the net present value of the remaining payments due under
the Agreement, plus the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner's
default, less any amounts Company recovers or reasonably expects to recover from the wholesale sale of power to
the Local Electric Utility, and (ii) the amount calculated pursuant to Annex IV of the Agreement.

If Homeowner sells the Property, Homeowner may either:

Purchase the PV System, or have the buyer of the Property purchase the PV System, at the price set forth in Annex IV to the Agreement, and then include the system with the sale of the Property; or

Enter into an agreement with the buyer of the Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement.

Notwithstanding anything to the contrary contained herein or in any Agreement, in the event that (A) the Home shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Home (a "MIP"), and (B) the Agreement shall have been terminated, whether by operation of law, in accordance with the Agreement or otherwise, then at the written request of the MIP or a subsequent purchaser of the Home from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Home on terms and conditions no less favorable to the owner of the Home as those contained in the existing Agreement, including but not limited to, the right to purchase electrical energy and to transfer the Agreement to any purchaser of the Home on the same terms and conditions.

This instrument is a Notice of an Independent Solar Energy Producer Contract and is subject to all of the terms, covenants and conditions provided in the unrecorded Agreement and in no way modifies the provisions of the Agreement. If the terms of this instrument are inconsistent with the terms of the Agreement, the terms of the Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

The parties acknowledge and agree that the PV System constitutes the personal property of Company, including, without limitation, under Article 9 of the Uniform Commercial Code of California.

Pursuant to California Public Utilities Code Section 2869(c), this Notice does not constitute a title defect, lien or encumbrance against the real property. In the time and manner required by law, the Independent Solar Energy Producer shall record a document extinguishing this Notice if the Agreement is voided, terminated, assigned or transferred.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

[SIGNATURES TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT ON NEXT PAGES]

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT]

IN WITNESS WHEREOF, the parties have executed this Notice of an Independent Solar Energy Producer Contract
as of _____, _____.

HOMEOWNER:

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT]

COMPANY:
SUNSTREET ENERGY GROUP, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____
(here insert name and title of the officer)

personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of _____, _____ County, California,
described as follows:

Lot _____ of Tract No. _____, as per map on file in Book _____ of Maps, Pages _____ through
_____, in the Office of the Recorder of said County, California.

Annex VI

SOLAR 20/20 PLAN(TM) DISCOUNT GUARANTEE

This Solar 20/20 Plan Discount Guarantee (the "**Guarantee**") is provided to you as a customer of SUNSTREET ENERGY GROUP, LLC ("**SunStreet**") to guarantee the 20% discount from the Reference Price used to calculate the Energy Price under your Solar 20/20 Plan Agreement and Covenants (the "**Agreement**"). All undefined capitalized terms used herein shall have the meaning set forth for such terms in the Agreement.

Under the terms of your Agreement, you have agreed to purchase from SunStreet all of the electric energy generated by the solar system installed on the roof of your home (the "**System**"), regardless of how much of this electric energy you consume and how much is sold by you to your local utility. The Energy Price that SunStreet will charge you each month for the actual electric energy generated by the System will be a rate equal to twenty percent (20%) less than the Reference Price (defined below) for such month. **BECAUSE THE ENERGY PRICE IS BASED ON A DISCOUNT OFF OF THE REFERENCE PRICE, THE ENERGY PRICE WILL CHANGE IF THE REFERENCE PRICE CHANGES. THAT IS, THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES.**

The "**Reference Price**" is a blended rate per kilowatt hour (kWh) for each month that would have otherwise been charged to you by your local utility using an estimate of your electricity consumption during such month had there been no System installed on your home. The Reference Price is based on: (i) your local utility's filed tiered rate structure, taking into consideration any seasonal adjustments (but not any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), and (ii) its "**Non-Bypassable Charges**," which are all other charges imposed by your local utility, whether on a per kWh basis or as a fixed dollar amount (including, but not limited to: distribution, transmission, nuclear decommissioning, and energy cost recovery amounts), and (iii) the tax rates charged by your local utility. **BECAUSE THE REFERENCE PRICE IS A BLENDED RATE BASED ON THE UTILITY RATE AND ITS NON-BYPASSABLE CHARGES, THE REFERENCE PRICE MAY CHANGE IF EITHER THE UTILITY RATE OR ITS NON-BYPASSABLE CHARGES CHANGE.** SunStreet has engaged an independent third party to certify the Utility Rate, the Non-Bypassable Charges and any taxes, which we will update annually or as filed and changed by your local utility. Your Reference Price will be updated accordingly upon any such change. **THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.**

The Reference Price is calculated by utilizing the appropriate Utility Rate for each of the utility's tiers, based on the estimated energy consumption, adding the per kWh rate of Non-Bypassable Charges (based on the estimated energy consumption, if necessary), and adding any taxes charged by your local utility. Given that, at the inception of the Agreement, SunStreet has no actual consumption history for your home from which to calculate the actual amount of energy in each "tier" for any given month, SunStreet has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in your community as your home, to determine your estimated electricity consumption for each calendar month.

Each, year, you may request that SunStreet substitute the results of the Consumption Analysis with your actual consumption history by providing, within 30 days of each anniversary date of the later of (i) the date on which your System was Placed in Service, or (ii) the date of your Close of Escrow on your home, the unaltered invoices you have received from your local utility for your home during the prior 12 consecutive months. SunStreet will recalculate your Reference Price (up or down) using your actual consumption within 30 days of SunStreet's receipt of such invoices and adjust your Reference Price for each month going forward. In addition, in the event you paid a greater amount to SunStreet during the prior 12 month period, SunStreet will provide you with a credit against your future SunStreet invoices in the amount of such overpayment. You may request that we recalculate your Reference Price no more than once every 12 months during the term of the Agreement. Please visit our website at www.sunstreet.com to download our "Solar 20/20 Plan Guarantee Request Form" which must be completed and submitted with your utility's invoices.

YOUR REFERENCE PRICE MAY INCREASE AS A RESULT OF YOUR REQUEST. Your actual energy consumption level may be greater than the estimated energy consumption level set forth in your Consumption Analysis and consequently, your Reference Price could increase as a result of your request.

Your lower actual consumption may not affect your Reference Price. If your local utility's tiered rate structure is such that your actual energy consumption and the estimated energy consumption set forth in your Consumption Analysis fall into the same "tier," your Reference Price may not change.

This Guarantee requires that you must be the owner-occupant of the home on which the System was installed and such home must be your primary residence. The Reference Price is based on the standard Utility Rates, Non-Bypassable Charges, and any taxes charged by your local utility and does not take into account any special rates that may be charged to seniors, military personnel or other similar discounted rates.

SUNSTREET'S LIABILITY TO YOU HEREUNDER IS LIMITED TO ANY POTENTIAL CREDIT THAT MAY BE OWED BY SUNSTREET ON FUTURE INVOICES, AS SET FORTH HEREIN ONLY. IN NO EVENT WILL SUNSTREET BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

Annex VII

Form of UCC-1 Financing Statement

(attached)

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (Read and Check CAREFULLY)

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGEMENT TO (Name and Address)

[SAMPLE]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - must include complete name (to or (to -s) that address is Debtor's name)

1a ORGANIZATION TYPE

1b PERSONAL LAST NAME: [HOMEOWNER LAST NAME] FIRST NAME: [HOMEOWNER FIRST NAME] MIDDLE NAME: SUFFIX

1c MAILING ADDRESS: [PROPERTY ADDRESS] CITY: STATE: ZIP/CITY CODE: COUNTRY:

1d ADDITIONAL INFORMATION: TYPE OF ORGANIZATION: JURISDICTION OF ORGANIZATION: ORGANIZATIONAL ID # (if any) NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - state only (not Debtor name (to or (to -s) that address is secured party)

2a ORGANIZATION TYPE

2b PERSONAL LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX

2c MAILING ADDRESS: CITY: STATE: ZIP/CITY CODE: COUNTRY:

2d ADDITIONAL INFORMATION: TYPE OF ORGANIZATION: JURISDICTION OF ORGANIZATION: ORGANIZATIONAL ID # (if any) NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNEE) - must include complete party name (to or (to -s))

3a ORGANIZATION TYPE

3b PERSONAL LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX

3c MAILING ADDRESS: CITY: STATE: ZIP/CITY CODE: COUNTRY:

3d THE FINANCING STATEMENT covers the following collateral

This Financing Statement covers the following property: That certain photo-voltaic solar electric generation system (the "PV System") installed on behalf of the Secured Party at the address of the Debtor set forth above. The filing of this financing statement shall not, and shall not be deemed in any way to, imply that the PV System is a fixture, as it is the express intent of the Secured Party and Debtor that the PV System be deemed to not be a fixture under applicable law, nor to create any relationship between the Secured Party and the Debtor other than that created by that certain Solar 2020 PPA Agreement and Covenants, dated as of [DATE OF SOLAR AGREEMENT], between Secured Party and Debtor (as the same may have been amended, restated or otherwise modified from time to time). Accordingly, this financing statement has been filed as a precaution solely to give notice to all persons that the PV System is owned by the Secured Party and that the Debtor has no ownership interest therein and that the PV System is not a fixture.

5. ALTERNATIVE REGISTRATION (1 JURISDICTION) ESSENTIAL CONSUMER BUSINESS BULK BUYER A.C. LEASE INDEMNIFIED

6. THE FINANCING STATEMENT IS IN THE PUBLIC RECORD (or otherwise) 7. CHECK OF PUBLIC RECORD (PUBLIC RECORDS) PUBLIC PRIVATE OTHER

8. SUPPLEMENTARY REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-3) - CALIFORNIA (REV. 03/01/01)

Annex VIII

Form of Authorization Agreement for Pre-Authorized Payments

To facilitate the payments that are due under the Solar 20/20 Plan Agreement and Covenants (the "Solar Agreement") between SunStreet Energy Group, LLC (hereinafter referred to as "SunStreet"), and _____ (hereinafter referred to as "Customer"), Customer hereby authorizes SunStreet and its agents and designees to initiate, as set forth below, debit and/or credit entries through the Automated Clearinghouse System from the bank account indicated below, and Customer hereby authorizes the depositing financial institution named below (hereinafter referred to as the "Bank"), to enter such debits or credits to such account.

Bank Name: _____
Routing No.: _____
Account No: _____
Account Type (Checking/Savings): _____

Please attach a copy of a voided check for the above account.

Customer understands and agrees that SunStreet and/or its agents or designees will process debit entries to the above referenced account on or after the date on which payment from you to SunStreet is due under the terms of the Solar Agreement each month, as set forth in SunStreet's monthly invoice (the "SunStreet Bill"). The amount of each debit entry will be the amount then due under the Solar Agreement (as adjusted to account for any prior credits or errors) and any other sum due and payable to SunStreet pursuant to the Solar Agreement, all as set forth on the SunStreet Bill.

Customer agrees that, in addition to any agent or designee of SunStreet, SunStreet may assign the Solar Agreement as set forth therein and that the assignee may then initiate debit entries per this Authorization Agreement.

Customer hereby personally represents and warrants to SunStreet that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement and that all information on this Authorization Agreement is true and complete.

Customer hereby acknowledges that it has received a copy of this Authorization Agreement for its records.

Customer understands and agrees that this Authorization Agreement will remain in effect until Customer cancels it in writing, and Customer agrees to notify SunStreet in writing of any changes to Customer's account information or termination of this Authorization Agreement at least 15 days prior to the next SunStreet Bill date. The termination of this Authorization Agreement does not terminate the fully enforceable Solar Agreement or Customer's obligation to make the required payments thereunder.

Customer understands that because this is an electronic transaction, Customer's funds may be withdrawn from Customer's account as soon payment is due pursuant to the SunStreet Bill. In the case of a transfer hereunder being rejected for insufficient funds, Customer's payment will be deemed delinquent and will accrue interest until paid in full, as set forth in the Solar Agreement.

Customer Signature(s): _____
Date _____

Attach a voided copy of check to this section

Annex IX

For Customers of Southern CA Edison Only:

Included in the Renewable Energy Incentives retained by the Company and referred to in this Agreement, is a rebate that has been, or will be, reserved under the California Energy Commission's New Solar Home Partnership in the anticipated amount of \$5,469. The New Solar Homes Partnership incentive will be used exclusively to reduce or eliminate, as applicable, one or more of the categories listed in Article IV of the Agreement.