Date of Issuance: April 17, 2015

Solar Power Agreement Summary

Greenday Finance I, LLC
c/o Greenday Management, LLC
201 Mission Street, Suite 1100
San Francisco, CA 94105
Contact Phone: 415 685 4262

Homeowner Name	Co-Owner Name (if applicable)	Homeowner Address	Installation Location
Benjamin Gomez	Kristin Gomez	363 Grove Hill ct Brea CA 92821	363 Grove Hill ct Brea CA 92821

Payment Terms

$0	$0.154	2.90 %
System Installation Cost	Price per kWh First Year	Annual Increase
		20 Years
		Length of Initial Agreement Term

Solar Provider's Promises to You

- Solar Provider will insure the System, and will arrange for its repair and maintenance (including the inverter) at no additional cost to you subject to the terms of the Limited Warranty.
- Solar Provider will provide web-enabled monitoring at no additional cost to you, as specified in the agreement.
- Solar Provider will warrant your roof against leaks for a one (1) year period following installation and restore your roof at the end of the agreement, as specified in the agreement.

Options for System Purchase and Transfer

- At certain times, as specified in this agreement, you may purchase the System for the fair market value of the System as specified in the agreement (See Section 10).
- If you move, (i) you may transfer this agreement to the purchaser of your Home if they meet our credit requirements in effect at the time of transfer, (ii) you may purchase the System outright, or (iii) you may prepay the expected remaining payments, in each case as specified in the agreement (see Section 12).

Options at the End of the 20 Year Term

- At your request, Solar Provider will have the System removed at no additional cost to you.
- You can upgrade to a new System with the latest solar technology under a new contract (if available in your area).
- You may renew your agreement for one five (5) year renewal period (see Section 11).

1. INTRODUCTION

This solar power agreement (this "**Agreement**") is the agreement between "**you**" (which includes Homeowner and any Co-Owner listed above, together with your estates, heirs, successors and permitted assigns) and Greenday Finance I, LLC (together with its successors and assigns, "**Solar Provider**" or "**we**"), covering the sale to you of the electric power ("**Power**") produced by the solar panel system (the "**System**") described below. The System will be installed at the installation location address listed above by an installation contractor (the "**Installer**") (or its subcontractors or agents) according to an installation agreement between you and such Installer (the "**Installation Agreement**"). This Agreement will not be effective unless and until it is signed by you and by Solar Provider. By signing this Agreement, you have agreed to purchase the Power produced by the System and, by signing this Agreement, Solar Provider has agreed to purchase the System from the Installer following installation. This Agreement will refer to the installation location address you listed above as the "**Property**" or your "**Home**." This Agreement is up to nineteen (19) pages long and has up to two (2) Exhibits depending on the state where you live. Solar Provider provides you with a Limited Warranty (the "**Limited Warranty**"). The Limited Warranty is attached as **Exhibit 2**. This is a legally binding agreement, so please read everything carefully including all of the exhibits. By signing this Agreement you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. **You also represent that you are the owner of your Property, your Property is your primary residence and is not a second home, and, if there are any other owners, each owner of the Property has co-signed this Agreement or you are signing on all other owners' behalf.** If you do not meet your contract obligations under this Agreement, you may lose your rights to the Power produced by the System and we may take other remedies, as set forth in Section 16 below. If you have any questions regarding this Agreement, please ask the sales consultant who has provided this Agreement.

2. TERM

Solar Provider agrees to sell to you the Power produced by the System for 20 years (240 full calendar months), plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the In-Service Date. We refer to this period of time as the "**Term**." The Term begins on the In-Service Date. The "**In-Service Date**" is the first day after all of the following have been achieved: (i) the System is installed and is capable of generating Power, (ii) the System has been interconnected with the local utility's electric grid, and (iii) all inspections, permits, back-up documentation, and certificates required under applicable law or by the local utility (e.g. "permission to operate") have been provided to Solar Provider. Solar Provider or the Installer will notify you by email or mail when your System is ready to be turned on.

3. SYSTEM DESCRIPTION.

The System shall include the photovoltaic modules, the inverter, mounting system, monitoring system, electric meter and other related equipment.

4. POWER PURCHASE AGREEMENT PAYMENTS; AMOUNTS.

(a) Power Price. During the first year of the term, you are purchasing all of the power the System produces for $ 0.154 per kWh. There are no installation costs. After the first year, the price per kWh will increase by 2.90 % per year throughout the Term. ***A disclosure of the projected power production of your System will be provided once an assessment of the proposed system location has been made (the "Projected Power Production Disclosure").*** **If you are not satisfied with the projected power production for the System set forth on such Projected Power Production Disclosure, you may cancel this Agreement within three (3) business days after you are provided with the Projected Power Production Disclosure, by sending us written notice as set forth in Section 20 or by using the cancellation notice attached as Exhibit 1.**

(b) Payments. Your first Monthly Payment is due on the first day of the first full calendar month following the In-Service Date. After your first Monthly Payment, future Monthly Payments (and any applicable taxes) are due on the first day of the calendar month. Your monthly payments will be the product of (A) the price per kWh set forth above multiplied by (B) the actual kWh output for the calendar month ("Monthly Payments"). Invoices for Monthly Payments will be mailed or emailed no later than twenty (20) days after the end of the calendar month to which the invoice relates. If you are paying your invoice by automatic debit from your checking or savings account (ACH) we will debit your bank account on or about the 1st day of the next month following invoice (e.g. January invoices are sent in early February and debited on or about March 1). Monthly Payments will change as your price per kWh changes over the Term of this Agreement and as System production varies (e.g., summer has higher production). You will have regular access to the System's production via your online account.

(c) Additional Power. If you need more electric energy than is being produced by the System, you will be solely responsible for purchasing that electric energy ("**Additional Power**") from an additional supplier, such as your local utility provider. During the term of this Agreement, you should expect to purchase Additional Power from your local utility from time to time. Solar Provider will not

be in default of this Agreement and will not be responsible for any Additional Power purchased by you to augment the Power produced by the System.

(d) Metering. We will install, at no cost to you, a performance meter to measure the Power output at the interconnection point with the local utility company ("**Point of Delivery**"). We will collect performance meter data remotely or use our personnel to collect the information and will make the data available to you upon request. You agree to allow our personnel access to your Property to collect such information. If the meter breaks or is determined by Solar Provider to be inaccurate Solar Provider will adjust the bill in the next billing period by applying credit for any overcharges or applying an additional charge for any undercharges and will repair and/or recalibrate the meter at no cost to you. You agree not to tamper with, damage or modify the meter in any way. You will be responsible for any damage or inaccuracies in the meter that are caused by you or any other person unrelated to Solar Provider.

(e) Estimated Production. If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Term because of your actions; (ii) you take any action that significantly reduces the output of the System; (iii) the appearance of your bushes or trees have changed since you signed this PPA and foliage growth has caused the System to be shaded; or (iv) your System is not reporting production to Solar Provider (e.g. you have disconnected the monitoring system or the internet connection at your Home goes down on the reporting day), then Solar Provider will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("**Estimated Production**") and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in prior years. If we bill you for Estimated Production because your System is not reporting production to Solar Provider, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to Solar Provider's fault, or if it is due to grid failure or power outages caused by someone other than you. **SOLAR PROVIDER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR POWER FROM THE LOCAL UTILITY.**

(f) You will have an option to purchase the System at the end of the Term for the amount set forth in Section 10.

(g) Other Important Terms. See Section 2 above for additional information on the Term and also see below for additional information on termination, purchase options, renewal options, maintenance responsibilities, warranties, late and default charges and prohibition on assignment without Solar Provider's consent. Any payments due upon installation, if applicable, are due immediately prior to commencement of installation.

5. ADDITIONAL OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

(iii) not do anything to the System that invalidates or voids the Limited Warranty;

(iv) not modify your Home in a way that shades the System;

(v) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);

(vi) not remove any markings or identification tags on the System;

(vii) permit a service provider retained by Solar Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

(viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(x) notify Solar Provider promptly if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your utility provider;

(xi) have anyone who has an ownership interest in your Home sign this Agreement or have this Agreement signed on any such person's behalf;

(xii) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and

(xiii) maintain and make available, to the extent necessary to transmit data for monitoring the System, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). See Section 2(c) of the Limited Warranty for details. If Solar Provider's agents use Your Internet connection to transmit System performance data, in doing so, they may have access to your personal information. Solar Provider will take reasonable efforts to protect your privacy, but you agree that Solar Provider and its agents may use your personal information as allowed by law.

(xiv) authorize us to periodically check your consumer credit report with credit reporting agencies. You have the right to obtain a copy of this report at your affirmative request and at your expense. You also authorize us to report information about your payment history under this Agreement to consumer reporting agencies. and, to disclose any information obtained pursuant to this Section 5(a)(xiv), including your personally-identifiable payment history and FICO score, to our affiliates, our actual and prospective financing partners, investors, insurers and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. If allowed by applicable law, these parties may share any information obtained pursuant to this Section 5(a)(xiv) with third parties.

(xv) authorize us and the Installer to distribute and disclose graphical representations, photography of the System, productivity data, your demographic information and energy production and usage data, and any other data produced by the Solar System or provided to Solar Provider by you with third parties; unless such information is otherwise required to be kept confidential by applicable law, or to the extent it contains your personally-identifiable information.

(b) System Construction: The System will be installed at the Property by the Installer pursuant to the Installation Agreement.

(c) Repair, Insurance and Solar Provider's obligations:

Solar Provider agrees to:

(i) provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs; and

(iii) not put a lien on your Home or Property.

(d) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to the Limited Warranty.

(e) Automatic Payment; Fees; Late Charges

In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:

(i) Payment Processing Fee: A service charge of $4.95/month will be included in your Monthly Payments if you do not make your payments via Automated Clearing House ("**ACH**") by authorizing us to apply automatic electronic payments through your checking or savings account.

(ii) Returned Check Fee: $25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iii) Late payments: accrue interest at twelve percent (12%) annually or the maximum allowable by applicable law.

(f) Insurance

Solar Provider shall insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to arrange to repair or replace the System to the extent required by the Limited Warranty.

(g) Estimated Taxes

Your electricity rate (specified on the first page and in Section 4(a)) includes current taxes of $0.00. You agree to pay any changes in the applicable taxes related to this PPA. Thus, if tax rates change, your Monthly Payments will change to reflect this rate change. The Solar Provider has no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System. If this Agreement contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay any applicable personal property taxes on the System that your local jurisdiction may levy. These may or may not be invoiced.

(h) No Alterations

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

(i) Access to the System

(i) You grant to Solar Provider and its employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Solar Provider's rights as to this Agreement and the System; (C) using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to one hundred twenty (120) days after this Agreement expires to provide Solar Provider with time to remove the System at the end of the Term. Solar Provider shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

(ii) During the time that Solar Provider has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is the personal property of the Solar Provider and not a fixture, but Solar Provider has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Solar Provider may file any other notices permitted or required by law with respect to the System. Solar Provider may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System.

(j) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Solar Provider, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) your negligence or willful misconduct or (ii) your failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require you to indemnify Solar Provider for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(k) Monthly Payments

The Monthly Payments section (Section 4(b)) describes your monthly payment obligations under this Agreement. YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS, ESTATE AND PERMITTED ASSIGNS AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6 and 25, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

(l) Credit Check:

Solar Provider may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free, 1-888-OPTOUT (1-888-567-8688).

6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

(a) Solar Provider's Obligation to Sell Power

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

(i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;

(ii) approval of this Agreement by Solar Provider's financing partner(s);

(iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Agreement;

(iv) confirmation that Solar Provider will obtain all applicable benefits referred to in Section 9;

(v) receipt of all necessary zoning, land use and building permits; and

(vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree or roof repairs necessary to enable Solar Provider to safely install the System).

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

(b) Amendments

Solar Provider may terminate this Agreement if, in our reasonable judgment, the installation of the System will not occur within 150 days of the date of this Agreement being fully executed by all parties for reasons beyond our reasonable control.

You authorize Solar Provider to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign. If this Agreement is terminated under Section 6(a) or (b), we will refund the payment you made upon signing this Agreement within ten (10) calendar days of termination.

7. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

8. ASSIGNMENT

Solar Provider may assign, sell or transfer the System and all or any of its rights and/or obligations under this Agreement, or any part of this Agreement or the exhibits, to another party without your consent and without prior notice to you. In the event of any such assignment in full, the Solar Provider shall be released from all its liabilities and other obligations under this Agreement. Assignment, sale or transfer generally means that Solar Provider would transfer certain of its rights and certain of its obligations under this Agreement to another party. Solar Provider may also collaterally assign its right, title and interest in and to this Agreement. If requested by Solar Provider, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgement and confirmation of your obligations under this Agreement as may be reasonably requested by it. You are required, however, to continue to make payments under this Agreement to the same address and in the same manner as before, until and unless we notify you otherwise.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is Solar Provider's personal property under the Uniform Commercial Code. You understand and agree that this is not a contract to sell or lease the System to you. Solar Provider owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Solar Provider, and shall at your expense protect and defend Solar Provider against the same.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF SOLAR PROVIDER, USABLE AT ITS SOLE DISCRETION. SOLAR PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH SOLAR PROVIDER SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO SOLAR PROVIDER.

10. PURCHASING THE SYSTEM PRIOR TO THE END OF THE TERM

In addition to having the option to purchase the System at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. You can purchase the System:

(i) on the five (5) year anniversary of the beginning of the Term;

(ii) at any time after the five (5) year anniversary of the beginning of the Term;

(iii) at any time in connection with the sale of your Home pursuant to Section 12; and

(iv) if Solar Provider ever ceases its operations and fails to provide for a substitute provider.

For each of (i), (ii) and (iii) above, the price you will pay for the System will be the System's fair market value ("**FMV**") which shall be the price that would be paid in an arm's-length, transaction, in cash, between an informed, willing seller and an informed, willing buyer, provided that the System shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation. The interests of any financing party shall not be taken into account when determining the FMV; a third party independent appraiser will be retained to compute the System's FMV.

To purchase the System pursuant to this Section 10, you must be in good standing under this Agreement, notify us in writing at least thirty (30) days, but not more than ninety (90) days, prior to the desired purchase date and deliver payment (including any outstanding amount owed hereunder) to us within thirty (30) days of receiving an invoice from us for the applicable purchase price. If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and Solar Provider will assign to you any product and/or workmanship warranties still in effect for the System. However, Solar Provider will not provide any maintenance or repair services after you purchase the System, unless you enter into a separate agreement with Solar Provider, at your expense, for such services. If you exercise the option to purchase the System, this Agreement (including the Limited Warranty) will end, and Section 11 will cease to apply.

11. RENEWAL

You have the option to renew your Agreement for ONE five (5) year renewal period. We will send you renewal forms three (3) months prior to the expiration of the Term, which forms shall set forth the new price per kWh for Power produced by the System to be used in determining the Monthly Payments due under the renewal PPA, based on our assessment of the then current fair market value of Power in your region. If you want to renew at that time, complete the renewal forms and return them to us at least one (1)

month prior to the end of the PPA. In the event that you do not agree to the new price per kWh for Power produced by the System, this PPA shall expire by its terms on the termination date If you don't send us anything in writing after we send you the renewal forms, then this Agreement shall renew for an additional one (1) year term at ten percent (10%) less than the then-current average rate charged by your local utility and shall continue to renew for one (1) year terms up to a maximum of five (5) years at the same rate as your first renewal until (i) you give us notice at least thirty (30) days prior to a renewal term that you do not wish to renew; or (ii) we send you a notice terminating this Agreement.

12. SELLING YOUR HOME

(a) If you sell your Home you can:

(i) **Transfer this Agreement and the Monthly Payments.** If the person buying your Home meets Solar Provider's credit requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Agreement**.**

(ii) **Purchase the System outright in accordance with Section 10.**

(iii) **Prepay and transfer only the use of the System.** At any time during the Term, if the person buying your home does not meet Solar Provider's credit requirements, but still wants the System, then you can (A) pay Solar Provider the total of expected remaining payments (based on estimated future production determined by the Solar Provider during the remainder of the Term and the applicable kWh rate during the Term), discounted at a discount rate of 5%, plus all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all other sums then accrued or due and owing hereunder and (B) have the person buying your Home sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Agreement. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Agreement**.**

(b) You agree to give Solar Provider at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your obligations under this Agreement. In connection with this assumption, you, your approved buyer and Solar Provider shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on the obligations in this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Solar Provider in writing).

(c) If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement. Section 12(a) includes a Home sale by your estate or heirs.

(d) In connection with the sale or refinancing of your Home, you may require us to temporarily remove the fixture filing, if applicable, at your cost and with your written request. Solar Provider will thereby remove the fixture filing and re-file the fixture filing following the closing of the sale or refinancing, each at your cost.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT LEASE, SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT.

13. LOSS OR DAMAGE

(a) You will be responsible for loss and damage to the System caused by you or anyone you invite onto the Property, regardless of whether or not you or your invitee act intentionally. Solar Provider will otherwise bear the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including paying the Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and, cooperate with Solar Provider, at Solar Provider's sole cost and expense, to have the System repaired or replaced pursuant to the Limited Warranty.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

NO PARTY IS RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES UNDER OR RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

(b) Actual Damages

EXCEPT FOR CLAIMS UNDER SECTION 5(j), THE TOTAL LIABILITY FOR DAMAGES TO HOMEOWNER UNDER THIS AGREEMENT (OTHER THAN DAMAGES TO HOMEOWNER ARISING FROM THE FRAUD, WILLFUL INJURY OR VIOLATIONS OF LAW OF SOLAR PROVIDER OR ITS AGENTS) SHALL IN NO EVENT EXCEED THE TOTAL OF ALL PAYMENTS MADE BY HOMEOWNER UNDER THIS AGREEMENT. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA LAW, WHICH YOU SHOULD CONSULT.

15. DEFAULT

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

(a) you fail to make any payment (in the Monthly Payment) when it is due and such failure continues for a period of ten (10) days;

(b) you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;

(c) you have provided any false or misleading financial or other information to obtain this Agreement;

(d) you assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Solar Provider's prior written consent; or

(e) you make an assignment for the benefit of creditors, admit in writing your insolvency, file or have filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.

16. REMEDIES IN CASE OF DEFAULT

If this Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

(a) terminate this Agreement;

(b) suspend our performance under this Agreement, including to cease delivering to you the Power produced by the System;

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

(d) require you, at your expense, to return the System or make it available to us in a reasonable manner;

(e) proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;

(f) turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;

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

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

(i) recover from you all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus the purchase price set forth in Section 10 of this Agreement;

(j) use any other remedy available to us in this Agreement or by law;

(k) sell the electricity generated by the Solar System to a third party; or

(l) engage a third-party collections agency that may report Your delinquency to credit reporting agencies.

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

17. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this Agreement, if you have not renewed this Agreement or exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to contact Solar Provider at the address and telephone number set forth herein to schedule a convenient time for Solar Provider to have the System removed from your Home at no cost to you.

18. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "**Dispute**") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist within 50 (fifty) miles of your Home, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than [Provider's] last written settlement offer. When determining whether your award is higher than Solar Provider's last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and Solar Provider may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Solar Provider.

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

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH

APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

19. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

20. NOTICES

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

21. COUNTERPARTS

This Agreement may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Agreement.

22. AMENDMENTS.

This Agreement may only be amended by a writing signed by the parties hereto, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing an amendment to this Agreement, even if such communications are signed, does not constitute a signed electronic record agreeing to such an amendment.

23. USE OF ELECTRONIC RECORDS AND SIGNATURES

You will be provided a copy of this Agreement at the time of its execution by both parties. Electronic records and signatures may be used in connection with the execution of this Agreement. Each electronic counterpart and electronic copy of this Agreement is just as legally valid and enforceable as if it was a counterpart executed on paper using a handwritten signature. At the Solar Provider's discretion the authoritative electronic copy of this Agreement ("Authoritative Copy") may be converted to paper and marked as the original by the Solar Provider (the "Paper Original"). Unless and until the Solar Provider creates a Paper Original, the Authoritative Copy of this Agreement: (1) shall at all times reside in a document management system designated by the Solar Provider for the storage of authoritative copies of electronic records, and (2) is held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that: (a) the electronic signing of this Agreement also constitutes issuance and delivery of the Paper Original, (b) the electronic signature(s) associated with this Agreement, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and (c) your and our respective obligations will be evidenced by the Paper Original after such conversion.

24. ENTIRE AGREEMENT

This Agreement contains the parties' entire agreement regarding the purchase of power produced by the System. There are no other agreements regarding this Agreement, either written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

25. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT. In addition, you may cancel this Agreement prior to midnight of the third business day after the date you are provided with the Projected Power Production Disclosure (see Section 4(a) for an explanation).

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Homeowner's Name: Benjamin Gomez

Signature: DocuSigned by: Benjamin Gomez 12C985352A554DF...

Date: 4/21/2015

Co-Owner's Name (if any): Kristin Gomez

Signature: DocuSigned by: Kristin Gomez 1CEA310331EB4C7...

Date: 4/21/2015

Solar Provider: Greenday Finance I, LLC

By Greenday Management, LLC, its manager

Signature: DocuSigned by: Jereme Brooks A48B18882A854B4...

Date: 5/26/2015

Name: Jereme Brooks

Title: Authorized Signer

EXHIBIT 1 (SOLAR PROVIDER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction _____ **: The date you signed the Solar Power Agreement.**

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (Solar Provider) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Solar Provider) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Solar Provider) regarding the return shipment of the goods at the seller's (Solar Provider) expense and risk. If you do make the goods available to the seller (Solar Provider) and the seller (Solar Provider) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Solar Provider), or if you agree to return the goods to the seller (Solar Provider) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Solar Provider, Greenday Finance I, LLC, c/o Greenday Management, LLC, 201 Mission Street, Suite 1100, San Francisco CA 94105 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Solar Power Agreement.

I,_____ [Name], hereby cancel this transaction on _____[Date].

_____
(Homeowner's signature)

_____
(Co-Owner's signature, if applicable)

EXHIBIT 1 (CUSTOMER COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction _____ **: The date you signed the Solar Power Agreement.**

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (Solar Provider) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Solar Provider) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Solar Provider) regarding the return shipment of the goods at the seller's (Solar Provider) expense and risk. If you do make the goods available to the seller (Solar Provider) and the seller (Solar Provider) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Solar Provider), or if you agree to return the goods to the seller (Solar Provider) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Solar Provider, Greenday Finance I, LLC, c/o Greenday Management, LLC, 201 Mission Street, Suite 1100, San Francisco CA 94105 NOT LATER THAN MIDNIGHT of the date that is 3 business days from the date you signed the Solar Power Agreement.

I,_____ [Name], hereby cancel this transaction on _____[Date].

_____
(Homeowner's signature)

_____
(Co-Owner's signature, if applicable)

Exhibit 2

LIMITED WARRANTY

1. INTRODUCTION

This Limited Warranty (this "**Limited Warranty**") is Solar Provider's agreement to provide you certain limited warranties on the System. The System will be professionally installed by the Installer at the address you listed in the Solar Power Agreement. We will refer to the installation location as your "**Property**" or your "**Home**". This Limited Warranty begins when the Installer completes the installation of the System at your Home, provided that Solar Provider has countersigned the Solar Power Agreement. We look forward to helping you produce clean, renewable solar power at your Home.

1. LIMITED WARRANTIES

(a) Limited Warranties

Solar Provider warrants the System as follows:

(i) System Warranty

During the entire Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "**System Warranty**");

(ii) Roof Warranty

If installing the System requires penetrations to your roof during a System installation, we will warrant roof damage caused due to such roof penetrations. This roof warranty will run for one (1) year following the completion of the System installation (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Term, Solar Provider will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "**Repair Promise**"). If we or a contractor we retain damages your Home, your belongings or your Property, we will arrange to repair the damage caused or pay you for the damage caused as described in Section 6. Solar Provider's service providers may use new or reconditioned parts when making repairs or replacements. Solar Provider may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs in accordance with this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Solar Provider's discretion.

(b) Warranty Length

(i) The System Warranty and the Repair Promise will start when the Installer completes the installation of the System at your Home (provided that Solar Provider has countersigned the Solar Power Agreement) and continue through the entire Term. Thus, for as long as you agree to purchase the power produced by the System from Solar Provider, you will have a System Warranty and our Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Solar Power Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Term.

(c) Maintenance and Operation

(i) General

When the System is installed, Solar Provider or Installer will provide you with a copy of Solar Provider's Homeowner Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

(ii) Monitoring Service

During the Term, we will provide you at no additional cost a monitoring service provided by a solar monitoring software provider, that captures and displays historical energy generation data over an Internet connection or cellular network, and consists of hardware located on site and software hosted by Solar Provider ("**Monitoring Service**"). If your System is not operating within normal ranges, the Monitoring Service will alert us and we will remedy any material issues in a timely manner.

A high speed Internet line may be required for the monitoring service to operate. Therefore, during the Term, you agree to maintain, to the extent necessary to transmit data, the communication link between the Monitoring Service and the System and between the Monitoring Service and the Internet and you must not damage the electronic monitor. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line and it is necessary to transmit data relating to the System's performance, then (A) we will not be able to monitor the System and the amount of Power produced by the System may be estimated by the Solar Provider; and (B) you will be required to provide Solar Provider with periodic production information from your inverter when requested.

(d) Making a Claim; Transferring this Warranty

(i) Submission of Claim

You can make a claim by:

A. emailing us at the email address in Section 7 below;

B. writing us a letter and sending it overnight mail by mail or courier; or

C. sending us a fax at the number in Section 7 below.

(ii) Claims Process

If we receive a claim under this Limited Warranty from you, we will review your claim and notify you within a reasonable time period whether your claim is covered by this Limited Warranty. If we cannot make this determination without inspecting the System, we will send our employee, contractor or agent to your Property within a reasonable time period of the date we receive your claim, and we will then notify you within a reasonable time period of the visit as to whether your claim is covered by this Limited Warranty.

If we determine your claim is covered by this Limited Warranty, then as required by Section 2, we will make the repair or replacement within a reasonable period of time, at no cost to you. We may use new or reconditioned parts to make repairs. We will use commercially reasonable efforts to replace parts with the same type of equipment, but we may substitute types of equipment if necessary.

If your claim is not covered by this Limited Warranty, then (a) you may request that we make the repair or replacement at your expense pursuant to Section 4(a) below and (b) you may be required to pay for any expenses related to our visit to your Property with respect to such claims.

(iii) Transferable Limited Warranty

Solar Provider will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the Solar Power Agreement.

(e) Exclusions and Disclaimer

The limited warranties provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

(i) someone other than Solar Provider's approved service providers (such as Installer) installed, removed, re-installed or repaired the System;

(ii) destruction or damage to the System or its ability to safely produce power not caused by Solar Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the Solar Power Agreement, but we will not repay you for power it did not produce);

(iii) your failure to perform, or breach of, your obligations under the Solar Power Agreement (e.g. you modify or alter the System);

(iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us and our service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(v) any Force Majeure Event (as defined below);

(vi) any condition existing at the Property prior to the installation of the System;

(vii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(viii) any system failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and

(ix) theft of the System (e.g. if the System is stolen we will replace the System per the Solar Power Agreement, but we will not repay you for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.
TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES DESCRIBED IN SECTION 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SOLAR PROVIDER WITH RESPECT TO THE SYSTEM. SOLAR PROVIDER HEREBY DISCLAIMS, AND YOU AND ANY OTHER BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY OTHER WARRANTY WITH RESPECT TO THE SYSTEM, ITS OPERATION OR ANY COST SAVINGS FROM USING THE SYSTEM. THE REPAIR, REPLACEMENT AND PAYMENT REMEDIES DESCRIBED UNDER THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY.

2. SOLAR PROVIDER'S STANDARDS

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

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Solar Provider under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the system is being relocated to another home you own pursuant to the Solar Power Agreement, you will have Solar Provider, or another similarly qualified service provider approved by Solar Provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

(b) If you want to return the System to Solar Provider under Section 17 of the Solar Power Agreement then Solar Provider will arrange to remove the System at no cost to you. Solar Provider will arrange to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes or weathering are excepted). Solar Provider will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Solar Provider and its service providers in

removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Solar Provider is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Solar Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) Solar Provider, to the extent reasonably practical, gives you notice describing the Force Majeure Event;

(b) Solar Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will arrange to make repairs); and

(c) No Solar Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"**Force Majeure Event**" means any event, condition or circumstance beyond the control of and not caused by Solar Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Solar Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Solar Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Solar Provider or under its control.

If the Solar Provider is prevented from performing under this Solar Power Agreement due to Force Majeure for a period of either (i) three hundred sixty-five (365) consecutive days or more, or (ii) seven hundred thirty (730) non-consecutive days or more (whether full or partial days), the Solar Provider may terminate this Solar Power Agreement, without liability of either party to the other, upon thirty (30) days written notice at any time during the Force Majeure.

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SOLAR PROVIDER OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

(b) Limitation of Duration of Implied Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Solar Provider's total liability arising out of relating to the Solar Power Agreement and this Limited Warranty (other than damages to Homeowner arising from the fraud, willful injury or violations of law of Solar Provider or its agents) shall in no event exceed the total of all payments made by Homeowner under the Solar Power Agreement. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA LAW, WHICH YOU SHOULD CONSULT.

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Solar Power Agreement to the addresses listed below:

TO SOLAR PROVIDER:

Greenday Finance I, LLC
c/o Greenday Management, LLC
201 Mission Street, Suite 1100
San Francisco, CA 94105
Attention: Warranty Claims

Email: support@solarservicehelp.com

Fax Number: 415 685 4262

TO YOU: At the billing address in the Solar Power Agreement or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Solar Provider may assign its rights or obligations under this Limited Warranty to a third party without notice to you or your consent, provided that any assignment of Solar Provider's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who enters into the Solar Power Agreement and agrees to purchase the power produced by the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you in accordance with the Solar Power Agreement or to whom you properly transfer the Solar Power Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.