

(k) Counterparts. This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one instrument. A facsimile or portable document format ("pdf") shall constitute an original for purposes hereof.

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

forever release Us for any Dispute relating to or arising out of this Section 7(l).

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

[SIGNATURE PAGE FOLLOWS]

NOTICE TO CUSTOMERS

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

- i. Residential Solar Power Purchase Agreement,
- ii. Exhibit A – Notice of Cancellation,
- iii. Exhibit B – State Notices and Disclosures,
- iv. Customer Packet, and
- v. Work Order(s).

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

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

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

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

E. DO NOT SIGN THIS AGREEMENT IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. You are

VIVINT SOLAR DEVELOPER, LLC

By: 

Printed Name: Jack Parry

Salesperson No.: 95815AA

entitled to a completely filled in copy of this Agreement, signed by both You and Us, before any work may be started.

F. YOU MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE THE LATER OF: (I) MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE TRANSACTION DATE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK DONE BY VIVINT SOLAR DEVELOPER, LLC ON YOUR PROPERTY. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: (1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR (2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: VIVINT SOLAR DEVELOPER, LLC, 3301 N THANKSGIVING WAY, SUITE 500, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. THE LAW REQUIRES THAT THE CONTRACTOR GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. DO NOT SIGN BELOW UNLESS THE CONTRACTOR HAS GIVEN YOU A 'NOTICE OF THE THREE-DAY RIGHT TO CANCEL.'

G. You have the right to require us to have a performance and payment bond.

CUSTOMER(S):

By: 

Printed Name: 

By: _____

Printed Name: _____

Federal Employer ID No.: 80-0756438. State and Local License Nos.: AZ: ROC-288627; CA: C46/C10-973756; CO: EC-0100200; CT: HIC-0634382, ELC0189635-E1; DE: T1-0006038; FL: EC13006740; HI: C13-CT-33444; LA: EC-59753; MA: HIC-170848, EC-13141A; MD: HIC-130385; NJ: HIC-13VH06589300, EC-34EB01108500; NM: EE98-385223; NV: EC-0080170; NY: Nassau Co. H24099100, Putnam Co. PC6914, Rockland Co. H-11972-40-00-00, Suffolk Co. 51228-H, 49592-ME, Westchester Co. 26664-H14; OR: CCB-196558, BCD-CLR28; PA: HIC-089970; UT: S200/S202-8694003-5501; Washington DC: HIC-420213000052, ECC-903277.

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

Transaction Date: 10/02/2015

Service No.: 4615383

YOU, THE CUSTOMER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE (3) BUSINESS DAYS, OR (IF LATER) UNTIL THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK DONE BY VIVINT SOLAR DEVELOPER, LLC ON YOUR PROPERTY. YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR'S PLACE OF BUSINESS AT ANY TIME PRIOR TO THE LATER OF: (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK DONE BY VIVINT SOLAR DEVELOPER, LLC ON YOUR PROPERTY. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE. IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN TEN (10) DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

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

I HEREBY CANCEL THIS TRANSACTION DATED: _____

Customer's Signature: _____

NOTICE OF CANCELLATION

(Vivint Solar Copy)

Transaction Date: 10/02/2015

Service No.: 4615383

YOU, THE CUSTOMER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE (3) BUSINESS DAYS, OR (IF LATER) UNTIL THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK DONE BY VIVINT SOLAR DEVELOPER, LLC ON YOUR PROPERTY. YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR'S PLACE OF BUSINESS AT ANY TIME PRIOR TO THE LATER OF: (I) MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE, OR (II) THE START OF INSTALLATION OF THE SYSTEM OR ANY OTHER WORK DONE BY VIVINT SOLAR DEVELOPER, LLC ON YOUR PROPERTY. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE. IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN TEN (10) DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

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I HEREBY CANCEL THIS TRANSACTION DATED: _____

Customer's Signature: _____