

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$ 28,188.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.



1227 Flynn Rd. Ste 307
Camarillo, CA 93012

855-800-KOTA
info@kotasolar.com
kotasolar.com

HOME IMPROVEMENT CONTRACT

CUSTOMER INFORMATION	INSTALLATION LOCATION
Daniel Villegas 614 Cabezon Place. Vista, California 92081	614 Cabezon Place. Vista California 92081

Description of the Project and Description of Significant Materials to be Used and Equipment to be Installed:

SYSTEM DETAILS	CONTRACT PRICE
Size: 5.25 kW Modules: Longi 350 Module Count: 15 Inverter: SolarEdge Estimated 1st Yr Production: 8,820 kWh Est. Install Date: 04/16/2021	Solar System Price: \$28,188 Addtl. Services: \$0 Total Contract Price: \$28,188 Down Payment: N/A Net Contract Price: \$28,188 Down Payment Date: N/A

ADDITIONAL SERVICES DESCRIPTION
- 15 350 W Solar Panels - SolarEdge Inverters - Solar Monitoring (Cellular) - Roof Mounting System - Process Net Metering Connection

For the avoidance of doubt, this Agreement (and Description of the Project and Significant Materials to be Installed) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

Approximate Completion Date:

The approximate date of completion of install shall be April 16,2021

Schedule of Progress Payments:**☒ Financing with third-party**

Owner is entering an agreement to purchase a solar energy generation system. Owner will own the system and all equipment installed on the property. Certain rights and obligations of this contract are subject to you as the owner receiving third-party financing for the cost of equipment and installation work.

☐ Paying Cash

If Owner is paying Contractor directly, Owner shall pay Contractor the Contract Price according to the following schedule of Progress Payments:

DOWN PAYMENT	
DUE AT PERMIT OBTAINED	70%
DUE AFTER PASSING CITY INSPECTION	Remainder

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Under this Agreement (“ **Agreement** ”), KOTA CONSTRUCTION LLC (“ **Contractor** ”) proposes and offers to install for the Client listed above (“ **Client** ” or “ **you/your** ”) the photovoltaic energy system described under the above-referenced System Summary (“ **System** ”) at the address listed above (“ **Project Location** ”). This Agreement together with any attached drawings and related specifications, which are incorporated by reference into this Agreement, comprise the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1. **STATEMENT OF PERFORMANCE:** All work to be performed by Contractor shall be done in a workmanlike manner and comply with all applicable existing building codes for the area. Contractor retains title to all equipment and materials supplied and title does not pass to Client until Contractor has been paid all amounts due. Without limitation of other rights, Contractor may remove any portion of equipment and materials equal in value to payments then in default.

2. **COMMENCEMENT AND COMPLETION OF WORK:** Contractor will substantially commence work when materials or equipment have been delivered to the site, on the approximate date set forth in this Agreement. It is a violation of Contractor’s State License Law (Bus. & Prof. Code, § 7159) if Contractor, without lawful excuse, does not do so within 20 days of that approximate date. This Agreement will be substantially complete on the approximate date specified in this Agreement. Contractor is not liable for any delay in installation arising from acts of God, government, fire, flood, epidemic, quarantine restriction, war, terrorism, strike, freight, embargo, changes in the work, unforeseen conditions, unusually severe weather, or Contractor’s inability to obtain necessary materials, transportation, or labor. Contract prices are subject to change if the installation commencement date is suspended due to, without limitation, governmental or regulatory delays not caused by Contractor.

3. **FINANCING; LIMITED POWER OF ATTORNEY:** If any part of this Agreement is to be financed through a financial institution, the Client shall authorize the lender to directly pay Contractor the net proceeds of any such loan in payments as mutually agreed between Client and Contractor. Client will make, execute, and deliver all forms required by the lender for such purposes. **From time to time, Contractor may require Client to sign certain net energy metering documents. For this purpose, Client appoints Contractor as its true and lawful attorney-in-fact with full power of substitution to complete or undertake such net energy metering documents in the name of Client.**

4. PAYMENTS: Client will pay Contractor in the amount and time periods provided in this Agreement. After satisfactory payment is received for any portion of the work, Contractor will provide Client a full and unconditional release from any claim of mechanic's lien for that portion of the work before any further payments are made. Late payments will be subject to interest charged at 1.5% per month or 18% per year, or such lesser rate equal to the maximum rate permitted by law. Malfunction, minor damage or blemishes to installed equipment and materials are not grounds for withholding payment to Contractor. If payments are not timely paid, then Contractor may discontinue all work until the entire balance has been paid and then complete its work.

5. INDEMNIFICATION: Kota shall indemnify and hold you harmless from all liabilities arising from the negligent acts of Kota, its agents, or employees. To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Kota, 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 your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify Kota for its own negligence or willful misconduct.

6. INSURANCE: Contractor shall maintain commercial general liability insurance throughout the term of this Agreement. Client shall provide homeowner's insurance, course of construction, or other such insurance, adequate to cover the value of all services, labor and goods involved in this work from loss due to fire, vandalism, or other (coverage typically provided under homeowner's policies). Contractor's current commercial general liability insurance is provided and brokered by Associated Industries Insurance Company, Inc. You may contact them at: (877) 528-7878. Contractor carries workers' compensation insurance for all employees and such insurance is provided by State Compensation Insurance Fund. You may contact them at (888) 782-8338.

7. COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with the performance of this Agreement. Contractors are required by law to be licensed and are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

8. LIMITATION OF LIABILITY:

a. No Consequential Damages. KOTA'S DAMAGES TO YOU SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL KOTA BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

b. Actual Damages. EXCEPT FOR CLAIMS UNDER SECTION 5 (INDEMNIFICATION), NEITHER KOTA'S NOR CLIENT'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT IS ACTUALLY PAID BY CLIENT TO KOTA FOR SERVICES PROVIDED PURSUANT TO THIS STATEMENT OF WORK.

9. PRE-EXISTING CONDITIONS: Client acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Client's existing equipment, and Contractor shall have no liability for equipment not purchased under this Agreement. While Contractor will exercise all due care, Contractor will not be liable for pre-existing conditions at the Project Location or for damage or problems arising therefrom which may be aggravated by normal traffic and material handling procedures associated with installing the equipment supplied under this Agreement.

10. ACCESS TO WORK: You grant to Contractor, its designees, and their employees, agents and contractors the right to reasonably access all of the Project Location as necessary for the purposes of (A) installing, constructing, operating, repairing, removing and replacing the System, making any additions to the System, or installing complementary technologies on or about the location of the System; (B) enforcing Kota's rights under this Statement of Work; (C) installing and using electric lines and inverters and meters, necessary to interconnect the System to Client's electric system at the Project Location and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, repairing, removing and replacing the System. You shall grant unimpeded access to work areas for workmen and vehicles and shall provide areas for storage of materials and garbage. Client agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen will not be expected to keep gates closed for animals, children or otherwise. Kota shall provide you with reasonable notice of its need to access the Project Location whenever commercially reasonable.

11. MATCHING EXISTING FINISHES: Contractor agrees to call to Client's attention any limitations to matching existing finishes of plaster, concrete, masonry, tile, exterior/interior wood, paint, or any similar materials. While Contractor will make every effort to match such finishes, exact duplication is not promised unless specifically provided in this Agreement.

12. ELECTRICAL SERVICE: Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. In addition to amounts provided in this Agreement, Client shall pay Contractor for any cost incurred for changing point of service, main switch, meter, or Main Panel Upgrade (MPU) as may be required by the serving utility.

13. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS: Contractor may substitute equal or better equipment and materials for those specified in this Agreement. Any additions, changes, or alterations from the original contract drawings or specifications which may be required by Client, unforeseen conditions, or any public entity or utility shall constitute an extra for which Contractor shall receive an equitable adjustment in compensation and time for performing this Agreement. Extra Work and/or Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Notwithstanding the foregoing or anything to the contrary, Customer may not require Contractor to perform change order work or extra work, nor shall Contractor be obligated to perform any such work, unless a Change Order is duly executed by and between an officer of Contractor and Customer.

14. LIMITED WARRANTY. Contractor provides you with the Limited Warranty (the "Limited Warranty") attached as Exhibit A. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED WARRANTY, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION, AND YOU DISCLAIM AND WAIVE ANY RIGHT TO ASSERT ANY OF THOSE WARRANTIES UNDER THIS AGREEMENT. CONTRACTOR DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD. CONTRACTOR DOES NOT WARRANT OR GUARANTEE THAT CLIENT WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING POWER FROM THE LOCAL UTILITY. ALL RISKS OF CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OTHER THAN THOSE PURSUANT TO THE LIMITED WARRANTY ARE CLIENT RISKS. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT IN NO MANNER WHATSOEVER DOES CONTRACTOR INSURE THE SYSTEM AGAINST ANY DAMAGE OR LOSS.

15. SYSTEM, HOME AND PROPERTY MAINTENANCE. Client agrees to:

- a. have the solar panel system that Contractor installs at the Project Location (the "System") repaired only pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- b. keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Contractor first installed it;
- c. not modify the Project Location in a way that shades the System;
- d. be responsible for any conditions at the Project Location that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, or prior work Client had done at the Project Location that was not permitted);
- e. not remove any markings or identification tags on the System;
- f. permit Contractor or its designees, after Contractor or its designee gives Client reasonable notice, to inspect the System for proper operation as reasonably determined necessary by Contractor or its designee;
- g. use the System primarily for personal, family or household purposes;
- h. not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Project Location; and
- i. notify Contractor if Client believes the System is damaged or appears unsafe, if any part of the System is stolen, and prior to changing Client's power supplier.

16. CONTRACTOR'S OBLIGATIONS: Contractor agrees to repair the System pursuant to the Limited Warranty and reasonably cooperate with Client when scheduling repairs.

17. HOME RENOVATIONS OR REPAIRS: If Client wants to make any repairs or improvements to the Project Location that could interfere with the System (such as repairing the roof where the System is located), Client may only have the System removed and reinstalled in accordance with Section 7 of the Limited Warranty. If Client engages Contractor for any re-roofing or roofing repair services, Contractor will remove and re-install the System without labor costs to Client.

18. NO ALTERATIONS: Client agrees that Client 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 Contractor's prior written consent.

19. CANCELLATION OF CONTRACT: If Client cancels or breaches this Agreement after the lapse of any applicable three-day rescission period, but before commencement of work, Client shall pay Contractor's actual expenses incurred to date, plus 10% of the original contract price. This limitation shall not apply, and Contractor may recover full contract damages, if Client fails to pay said amounts within 30 days after receipt of Contractor's final invoice after cancellation. Client may not cancel this Agreement after the commencement of construction.

20. CHOICE OF LAW; CHOICE OF FORUM: This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits,

schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of California sitting in Los Angeles County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

21. SCOPE OF CONTRACT: No modification or waiver of this Agreement shall be valid unless in writing and signed by the parties. No delay or failure to enforce any provision of this Agreement shall operate as a waiver of any rights under this Agreement, any provision of it, or of any other breaches. This writing constitutes the entire integrated contract, and neither party is bound by any representation, warranty, promise, statement, or information, unless it is specifically set forth herein. If a part of this Agreement is held to be unenforceable for any reason, then that part shall be stricken and the remainder of this Agreement shall remain in full force and effect. This Agreement shall bind and inure to the benefit of the parties' respective heirs, executors, administrators, successors, and assigns of the parties. This Agreement is fully assignable by Contractor.

22. FEDERAL TAX CREDIT: The availability and applicability of the 26% Federal Tax Credit is dependent on Client's personal tax status and Contractor makes no guarantee or assurances that Client will qualify for some or any portion of the potential 26% Federal Tax Credit or any other Federal, state or local tax credit or deduction. Client is urged to consult with Client's own tax counsel or other qualified advisor to determine the availability of any tax credit or benefit. Contractor is in no way providing tax advice to Client and nothing in this Statement of Work or any proposal or other document delivery by Contractor to Client shall be treated or relied upon as tax advice.

23. OPPORTUNITY TO REPAIR: In an effort to productively resolve any disputes, Client agrees to provide Contractor written notice of any claimed defects within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. Client's full compliance with these obligations is a condition precedent to pursuing the matter in arbitration or court against Contractor, its subcontractors or suppliers. If Client does not fully comply with these obligations, then Contractor shall not be liable for any costs or damages which reasonably might have been mitigated or avoided by Client's compliance. Nothing in this section establishes any Contractor duty or obligation beyond those provided elsewhere in this Agreement.

24. EXECUTION: This Agreement may be executed and initialed in one or more counterparts. Faxed signatures or scanned .pdf are equally as effective and binding as originals.

ACCEPTANCE: Contractor and Client enter into this Agreement as of the date last signed by either of them. Client acknowledges receipt of the following documents: Mechanics' Lien Law Notice to Owner; Contractor's License Notice; Notice of Right to Cancel; and Limited Warranty. Client has the right to require Contractor to supply a performance and payment bond at Client's additional and sole expense. **The client is entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel."



Customer initials

List of Documents to be Incorporated into the Contract.

- A. Stated Required Mechanic's Lien Warning
- B. Contractor's License Notice
- C. Notice of Right to Cancel
- D. Limited Warranty
- C. Endorsement Document

CLIENT 1:

Dated: 01/16/2021 _____



(signature)

By Daniel Villegas
(Print name)

CONTRACTOR:

[KOTA CONSTRUCTION LLC]

Dated: 01/16/2021 _____



(Signature)

By **Cole De Arman**
(Print name)

Title **CEO/Owner**
(Print title)

CLIENT 2:

Dated: 01/16/2021 _____

(signature)

By _____
(Print name)

Sales Consultant:

By signing below, I acknowledge that I presented this agreement in compliance with applicable laws, and that I obtained the homeowner's signature on this agreement.

Dated: 01/16/2021 _____



(Signature)

By **Tate Roberts**
(Print name)

(State Sales Registrtrtion Number)

Mechanics' Lien Warning

Statutory Notice Regarding Mechanic's Liens. The following statutory notice is provided in accordance with California Business & Professions Code Sections 7159 and 7164:

MECHANICS LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

INFORMATION ABOUT CONTRACTORS' STATE LICENSE BOARD (CSLB)

(California Business & Professions Code § 7159(e)(5))

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are report to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

Notice of Cancellation (Contractor Copy)

Date of Transaction: 01/16/2021

You may CANCEL this transaction, without any penalty or obligation, within THREE CALENDAR 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 CALENDAR DAYS following receipt by the seller (Kota) 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 (Kota) 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 (Kota) regarding the return shipment of the goods at the seller's (Kota's) expense and risk.

If you do make the goods available to the seller (Kota) and the seller (Kota) 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 (Kota), or if you agree to return the goods to the seller (Kota) 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 KOTA CONSTRUCTION LLC, 1227 Flynn Rd Ste 307, Camarillo, CA 93012, NOT LATER THAN MIDNIGHT of the date that is THREE CALENDAR DAYS from the date you signed the Purchase Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on this _____ day of _____, _____.

Customer Signature:

Date:

Notice of Cancellation (Customer Copy)

Date of Transaction: 01/16/2021

You may CANCEL this transaction, without any penalty or obligation, within THREE CALENDAR 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 CALENDAR DAYS following receipt by the seller (Kota) 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 (Kota) 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 (Kota) regarding the return shipment of the goods at the seller's (Kota's) expense and risk.

If you do make the goods available to the seller (Kota) and the seller (Kota) 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 (Kota), or if you agree to return the goods to the seller (Kota) 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 KOTA CONSTRUCTION LLC, 1227 Flynn Rd Ste 307, Camarillo, CA 93012, NOT LATER THAN MIDNIGHT of the date that is THREE CALENDAR DAYS from the date you signed the Purchase Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on this _____ day of _____, _____.

Customer Signature:

Date:

EXHIBIT A

LIMITED WARRANTY

1. INTRODUCTION. This Limited Warranty (which is referred to as this **Limited Warranty**) sets out the terms on which Kota Construction LLC (which is referred to as Kota, **we**, **our** or **us** in this Limited Warranty) is agreeing to provide you (as such term is defined below) with certain limited warranties on the System (as such term is defined below) and the terms of the System's energy production guarantee.

2. IMPORTANT DEFINED TERMS USED IN THIS LIMITED WARRANTY. For purposes of this Limited Warranty, the following terms when used in this document have the meanings given to them in this section. Other important terms that are used in this document are defined elsewhere in this document and are in bold font when first used.

Force Majeure Event means any event, condition or circumstance beyond the control of and not caused by our fault or negligence. It includes, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; epidemic or a pandemic; 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 our failure to have exercised reasonable diligence); power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by us or under our control. However, a Force Majeure Event does not include the System not being located within an area that has adequate cellular coverage at all times.

Property or Home means the property at which the System will be installed.

Roof Penetration Warranty Period means period of time equal to twenty-five (25) years following the completion of the installation of the System at the Home.

Statement of Work means the statement of work attached to or made a part of the purchase order pursuant to which you purchased the System.

System means the photovoltaic energy system you are purchasing and that we will install at the Home.

Workmanship Warranty Period means the twenty-five (25)-year period that begins on the date on which we (or our designee) start installing the System at the Home and ends on the twenty-five (25)-year anniversary of that date.

you and **your** means the individual(s) purchasing the System.

3. LIMITED WARRANTIES

(a) Limited Warranties

(i) **Workmanship Warranty.** Subject to the other terms and conditions contained in this Limited Warranty, we warrant that during the Workmanship Warranty Period, the installation of the System will, under normal use and service conditions, be free from defects in workmanship. The warranty described in this section is referred to as the Workmanship Warranty. Subject to the other terms and conditions contained in this Limited Warranty, we will honor the Workmanship Warranty by correcting any defective workmanship.

(ii) **Roof Penetration Warranty.** Subject to the other terms and conditions contained in this Limited Warranty, we warrant that for the Roof Penetration Warranty Period, the sealing of the roof penetrations we (or our designee) make in connection with mounting the System to the roof during installation. The warranty described in this section is referred to as the Roof Penetration Warranty. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 25-year warranty period. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the System, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.). For the avoidance of doubt, the Roof Penetration Warranty does not apply to roof penetrations not directly caused by us and we do not expressly or impliedly warrant the construction of the roof as a whole or any pre-existing defects or penetrations.

(iii) **Repairs.** Cosmetic repairs that do not impact your safety or System performance will be made at our sole discretion. Subject to Section 9, if we damage your Home or your belongings, we will repair the damage we cause or pay you for the damage we cause.

(b) **Warranty Length.** The System Workmanship Warranty is effective solely during the System Workmanship Warranty Period. The Roof Penetration Warranty is effective solely during the Roof Penetration Warranty Period.

4. PROPERTY AND SYSTEM MAINTENANCE. You agree: (a) not to do anything (or allow any condition or circumstance to occur or exist) which might cause the System to not properly function; (b) to take all necessary action to maintain the Property during the Workmanship Warranty Period so that the System receives the same amount of sunlight as it did when it was first installed (including trimming trees and other plants and not modifying the Property in a way that exposes the System to shade);

(c) to cooperate in the de-installation and return of the System or other required modifications of the System if requested by us; and (d) that we may access the utility bills or usage reports applicable to the Property from the utility that provides electrical service to the Property.

5. CLAIMS

(a) **Warranty Claims.** If you desire to make a claim during the Workmanship Warranty Period or Roof Penetration Warranty Period, as applicable, because the workmanship is defective, you must send us a written notice informing us of the suspected issue. You must provide such notice to us promptly after the time you become aware of such issue.

(b) Exclusions and Disclaimer.

(i) The limited warranties provided in this Limited Warranty do not apply to any damage, repair or replacement required due to any of the following:

(a) someone other than Kota or its approved service providers installed, removed, re-installed or repaired the System or any of its components (including, but not limited to, damaging the System during such work);

(b) your failure to perform, or breach of, your obligations under this Limited Warranty or under the Statement of Work, including, but not limited to, not reporting System failure or damage in a timely manner, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or you modify or alter the System or any of its components;

(c) any System failure or lost or diminished performance not caused by Kota's installation;

(d) theft or vandalism of the System or any of its components;

(e) any gross negligence or willful misconduct by you or your agents or representatives;

(f) any damage or loss caused by any natural disaster including, but not limited to, earthquake, flood, windstorms and hurricanes, or by any foreign object, including, but not limited to, ball strikes;

(g) your failure to cooperate with us during the claims coverage evaluation process;

(h) any Force Majeure Event;

(i) any damage or loss not caused by Kota or its approved service providers while servicing the System (e.g., if a tree falls on the System or the System is damaged under any circumstance that is not caused by Kota or its approved service providers);

(j) water ponding or puddling on the roof of the Home (e.g., standing water that fails to drain) not caused by Kota or its approved service providers;

(k) any mold, fungus or other organic pathogens, regardless of the cause; or

(l) superficial changes in the appearance of System components due to exposure to weather and atmospheric conditions (e.g. chalking or blemishes) that do not impact System performance.

(ii) The limited warranties described in Sections 3(a) are valid and effective only if the System is located at the Home in the same location where we originally installed it. If the System is removed from that location and not replaced to the same location for any reason, the limited warranties described in Sections 3(a) will cease to be valid and effective and will automatically and immediately terminate.

(iii) 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.

(iv) We will not make cash payments for any System damage. Rather, we will make System repairs as provided in this Limited Warranty.

(v) Snow or ice may accumulate on rooftops and on solar panels during snowstorms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of excess snow sliding or falling.

(vi) THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 3(a) ARE THE ONLY EXPRESS WARRANTIES MADE BY KOTA WITH RESPECT TO THE SYSTEM. KOTA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. KOTA'S STANDARDS. The standards for our performance for purposes of this Limited Warranty 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.

7. SYSTEM REPAIR, RELOCATION OR REMOVAL. You agree that (i) if the System needs any repairs that are not the responsibility of Kota under this Limited Warranty, or (ii) if, other than in connection with a repair being performed by Kota or its approved service providers under this Limited Warranty, the System needs to be removed and reinstalled for any reason, including, without limitation, to facilitate remodeling of the Home, then, in each case and on each occasion,

you will have Kota or its approved service providers, at your expense, perform such repairs or removal and reinstallation. In the event you engage Kota for any re-roofing or roofing repair services, Kota will remove and re-install the System for you free of any labor costs charged to you. In the event you do not engage Kota to perform a re-roof, the cost of System removal and reinstallation shall be quoted at the time of such request based on prevailing market rates at such time.

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

- (a) we give you notice describing the Force Majeure Event after we become aware of it;
- (b) the suspension of our obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- (c) no obligation of ours 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.

9. Limitations on Liability

(a) **No Consequential Damages.** YOU MAY ONLY RECOVER DIRECT DAMAGES, AND IN NO EVENT SHALL KOTA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) **Disclaimer and Limitation of Duration of Implied Warranties.** ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES THAT ARE NOT DISCLAIMABLE UNDER APPLICABLE LAW SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS PERFORMANCE GUARANTEE. SOME STATES DO NOT ALLOW DISCLAIMERS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE DISCLAIMER AND DURATION LIMITATION MAY NOT APPLY TO YOU.

(c) **Limit of Liability.** Notwithstanding any other provision of this Limited Warranty to the contrary, Kota's total liability arising out of relating to this Limited Warranty shall in no event exceed the original cost of the System that you paid to Kota.

10. Notices. Any notice required or given under this Limited Warranty, including any claims, must be in writing and delivered either by personal delivery, overnight courier, facsimile transmission, electronic mail, certified mail or registered mail, return receipt requested. Notices will be deemed received either (a) upon personal delivery, (b) acknowledgment of receipt of electronic transmission, (c) the promised delivery date after deposit with overnight courier, or (d) five days after deposit in the mail. Notices must be delivered to the address listed below or to any other address specified in writing and delivered in accordance with this section. Documents received electronically shall be deemed an original document.

If to Kota: Kota Construction LLC 1227 Flynn Rd Ste 307, Camarillo, CA 93012
Attention: Warranty Claims

If to you: At the address of the Home.

11. Assignment and Transfer of this Limited Warranty. We may assign, transfer and delegate our rights and/or obligations under this Limited Warranty to a third party without your consent. However, we may assign, transfer and delegate our obligations under this Limited Warranty only to a party professionally and financially qualified to perform such obligations. You may assign, transfer and delegate your rights and obligations under this Limited Warranty to any person who purchases the Home and the System from you so long as you give us notice thereof.

12. Applicable Law; Forum. Section 20 of the Statement of Work is hereby incorporated in its entirety in this Section 12 by this reference thereto. All terms capitalized but not otherwise defined herein shall have the meanings as described in Section 20 of the Statement of Work. Entire Agreement; Changes. This Limited Warranty contains the parties' entire agreement regarding the limited warranties and guarantees of the System. There are no other agreements regarding any warranty or guarantee of the System, either written or spoken. Any change to this Limited Warranty must be in writing and signed by both parties. If any portion of this Limited Warranty 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. Provisions that should reasonably be considered to survive termination of this Limited Warranty shall survive.

ENDORSEMENT DOCUMENT

By signing below, I authorize Kota to use my digital signature on any pertinent city clearance application forms as well as utility rebate and net metering forms. I also allow Kota to use the same electronic signature for Home Owners Association (HOA) application as needed to complete my solar project.

HOA's generally do not work directly with the contractor for approval. It is expected that you will contact your HOA directly to get approval if needed. Kota will provide plans and equipment specifications for the project to you upon request.

Kota will provide a copy of any and all applications with the digital signature on it. Kota will not use this for any other applications other than listed above.

CLIENT 1:

Dated: 01/16/2021



(signature)

By Daniel Villegas

(Print name)

CLIENT 2:

Dated: 01/16/2021

(signature)

By _____

(Print name)