

Transfer of Solar Agreement

Name(s) of Current Homeowner:

Carlos Silveira

Solar Agreement Details:**Name/Title:** Solar Power Agreement**Date:** 2/8/2021**Type:** Power Purchase Agreement**Payment Method** Monthly**(Prepaid or Monthly):****Name(s) of Homebuyer(s):**

Michael Sweatts And Scott Ryden

Transfer Type Homebuyer to assume Monthly Payments
(Monthly Payment Method Only):**Property Address:**1321 Solana Trail Palm Springs, CA
92262**Solar Company Name and Address:**Kilowatt Systems, LLC
c/- Spruce Finance
2900 North Loop West 3rd Fl.
Houston TX 77092
Support@solarservicehelp.com**Anticipated Home Sale Closing Date:** 11/09/2020**Seller's Last Bill Date:** 1/1/2020 for November's production**Buyer's First Bill Date:** 2/1/2021 for December's production**Fixture Re-Filing Charge:** \$345

This Transfer Agreement is not effective until signed by Current Homeowner, Homebuyer and Solar Company.

1. Introduction. This Transfer of Solar Agreement (this "**Transfer Agreement**" or this "Assignment") is entered into as of the date of the last signature below (the "Effective Date") by and among the Current Homeowner, the Homebuyer and the Solar Company, all identified above. Current Homeowner and Solar Company are parties to that certain solar agreement more particularly described above (the "Solar Agreement"). A true and correct copy of the Solar Agreement, including any modifications and previous assignments/transfers, is attached hereto as Exhibit A.

2. Definitions. Capitalized terms used in this Transfer Agreement but not otherwise defined shall have the meaning given in the Solar Agreement. "Home Sale Closing Date" shall mean the date that the sale, assignment or transfer of the Property from Current Homeowner to Homebuyer closes. "Billing Transfer Date" shall mean the date that responsibility for billing under the Solar Agreement transfers from Current Homeowner to the Homebuyer.

3. Solar Agreement Background. Under the Solar Agreement, Solar Company owns, operates and maintains a Solar System installed at the Installation Location identified above (the "Property"), which Property is currently owned by Current Homeowner. Current Homeowner either (a) purchases the power generated by such Solar System from Solar Company (if the Solar Agreement is a power purchase agreement) or (b) leases the Solar System from Solar Company (if the Solar Agreement is a lease). In conjunction with the proposed sale, assignment or other transfer of the Property by Current Homeowner to Homebuyer, (i) Current Homeowner wishes to assign his/her/their obligations under the Solar Agreement to Homebuyer, (ii) Homebuyer is willing to accept such assignment, and (iii) Solar Company is willing to provide consent, all on the terms and conditions hereof.

4. Transfer, Assignment and Assumption. Effective as of the Transfer Date: (a) Current Homeowner hereby assigns to Homebuyer all of Current Homeowner's right, title, interests in and obligations under the Solar Agreement. (b) Homebuyer accepts and assumes all of the Current Homeowner's right, title and interests in the Solar Agreement and agrees to be bound by the terms and conditions of the Solar Agreement. (c) Solar Company consents to the assignment by Current Homeowner and the assumption by Homebuyer of the Solar Agreement. Solar Company's consent does not constitute a release or waiver of any of Current Homeowner's obligations that arose or accrued prior to the Closing Date.

Transfer of Solar Agreement (cont.)

Signatures and Contact Information

Current Homeowner (Seller):

Signature: 

2nd Signature (if applicable): _____

Print Name: Carlos Silveira

Print Name: _____

Date: 2/8/2021

Date: _____

Phone Number: 562-637-5055

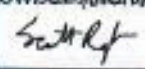
Phone Number: _____

Email: carlos.silveira@csulb.edu

Email: _____

Address for Notice after Closing Date: 3559 Date Palm Trail, Palm Springs, CA

New Homeowner (Homebuyer):

Signature: 

2nd Signature (if applicable): 

Print Name: Scott Ryden

Print Name: Michael Sweatt

Date: 2/9/2021

Date: 2/11/2021

Phone Number: 7608080152

Phone Number: 7604084654

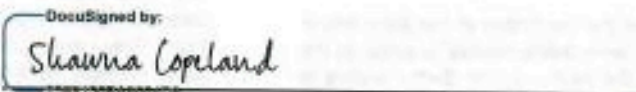
Email: scooterryden@yahoo.com

Email: michaelsweatt@yahoo.com

Address for written notice

(if different to Property address listed on page 1: Same)

Solar Company:

Signature of Authorized Representative: 

Name and Title: Shawna Copeland Authorized signer

Date: 2/12/2021

(For Solar Company's contact information see page 1)

Power Agreement and understands and agrees to its terms and conditions.

b. Information Submitted. New Property Owner represents and warrants that the information submitted to Solar Provider is true and accurate and contains no material misstatements or omissions. Information submitted by New Property Owner will be governed by Solar Provider's Privacy Policy, as available on the website of Solar Provider's customer service agent at: <http://www.cleanpowerfinance.com/about-us/privacy-policy-and-terms-of-use/>

6. Counterparts. This Assignment Agreement may be executed in several counterparts (including via facsimile or other electronic transmission), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State specified in the Solar Power Agreement without regard to its choice of law provisions.

8. Further Assurances. Each of the parties hereto covenants and agrees, at the reasonable request of the other party hereto and at its own expense, to execute and deliver such further documents and to perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment Agreement.

9. Amendments. Except as specifically modified herein, all terms, conditions and covenants of the Solar Power Agreement shall remain unchanged and shall continue to remain in full force and effect. No provision of this Assignment Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties.

SIGNATURES

IN WITNESS WHEREOF, in consideration for the mutual promises set forth in this Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned have executed this Assignment Agreement by their duly authorized representatives as of the date first written above.

EXISTING PROPERTY OWNER / ASSIGNOR:

Signature: *Joseph S. Shuster*
Print Name: JOSEPH S. SHUSTER
Date: 4-22-17

(If applicable) 2nd
Signature: _____
Print Name: _____
Date: _____

Updated Contact Information:

Address: _____
Phone: 412-855-0734 Email: horsehead93@gmail.com

NEW PROPERTY OWNER / ASSIGNEE:

Signature: _____
Print Name: _____
Date: _____

(If applicable) 2nd
Signature: _____
Print Name: _____
Date: _____

Contact Information for written notices sent under the Solar Power Agreement:

Address: _____
Phone: _____ Email: _____

Approved by SOLAR PROVIDER:
Kilowatt Systems, LLC
By CPFAM KWF Services, LLC, its agent

Authorized Signature: _____ Effective Date: _____
Print Name & Title: _____

Date of Issuance: September 1, 2015

Solar Power Agreement

Kilowatt Systems, LLC

600 South Hwy 169, Suite 1425
St Louis Park MN 554226
Contact Phone: 415 685 4262

| Homeowner Name | Co-Owner Name (if applicable) | Homeowner Address and Contact Information | Installation Location |
|----------------|-------------------------------|---|---|
| Joseph Shuster | | 1321 Solana Trail Palm Springs CA 92262 ralosog2014@gmail.com 4128550734 | 1321 Solana Trail Palm Springs CA 92262 |

Payment Terms

| | | |
|---------------------------------|-------------------------------------|--|
| \$0 System Installation Cost | \$0.157 Price per kWh First Year | 2.90 % Annual Increase |
| \$0.00 Initial Pre-Payment | | 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 agreement.
- 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 (see Section 17).

Options for System Purchase and Transfer

- At certain times, you may purchase the System for the fair market value of the System (see Section 6).
- 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 5)

Options at the End of the 20 Year Term

- The agreement may automatically renew for up to five (5) one-year renewal terms unless you provide notice that you do not wish to renew (see Section 8(a))
- At your request, Solar Provider will have the System removed at no additional cost to you (see Section 8(c))
- You may purchase the System (see Section 6)

1. GENERAL

(a) **Introduction.** This Solar Power Agreement (this "Agreement") is the agreement between the Homeowner and each Co-Owner (if any) who signs the last page of this Agreement (individually and together referred to in this Agreement as "you" and "your") and Kilowatt Systems, LLC (together with its successors and assigns, "Solar Provider" or "we", "us" or "our"), for the sale to you of the electric power produced ("Power") by a solar panel system that we will own (the "System") to be installed at your request at the Installation Location shown on Page 1 pursuant to an installation agreement between you and a licensed contractor ("Installer"). Because of your agreement to purchase Power pursuant to this Agreement, Solar Provider has agreed, at your request, to purchase the System from Installer following installation. This Agreement refers to the location of the Installed System as the "Property". Solar Provider agrees to sell to you, and you agree to buy from Solar Provider, all of the Power produced by the System on the terms and conditions described in this Agreement. By signing this Agreement, you confirm that you are (i) a Homeowner signing on behalf and with the authorization of all Co-Owners of the Property or (ii) you are a trustee if the Property is owned by a trust, or (iii) you are an attorney in fact or agent authorized under a written power of attorney to sign on behalf of all Co-Owners. Additionally, you confirm that the Property is either a primary or secondary residence occupied by you or your immediate family and that the Property is not closer than 300 yards from the property line of a golf course.

(b) **In-Service Date.** The In-Service Date is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Power, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the local utility's electric grid, (iv) all inspections, back-up documentation, and certificates required under applicable law or by the local utility have been provided to Solar Provider and (v) all conditions listed in Section 9 have been satisfied.

(c) **Initial Term of Agreement.** The term of this Agreement runs for twenty (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. We refer to this period as the Initial Term. The Initial Term begins on the In-Service Date. If the In-Service Date is any day other than the 1st day of a calendar month, the resulting partial month is included with the subsequent 12 full calendar months in the first year of the Initial Term. Each subsequent year of the Initial Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date. The Initial Term is subject to possible renewal for up to five (5) one-year renewal terms, as described in Section 8(a) below.

(d) **One-Time Roof Repair Holiday.** Once during the Initial Term, we will suspend the term of this Agreement for one full calendar month, regardless of how long the System is removed, in order to allow a licensed contractor approved by us in writing, whose approval will not be unreasonably withheld, to remove the System at your expense in connection with the repair or replacement of your roof (a "Roof Repair Holiday"). While you will not be billed for the calendar month of the Roof Repair Holiday, using this Roof Repair Holiday option will extend the term of this Agreement by one full calendar month and you will be charged a Monthly Payment for that additional month. If you would like to use the Roof Repair Holiday, please send us written notice pursuant to Section 19 below.

2. PURCHASE AND SALE OF POWER

(a) **Power Price.** You agree to buy all of the Power the System produces during the Initial Term, even if you do not use all of the Power and even if you cannot sell the extra electricity to the local utility. The initial price per kWh ("Power Price") of that Power is shown on Page 1 as the Price per kWh First Year. The Power Price is subject to a yearly increase as shown on Page 1 as the Annual Increase. The Power Price will increase at the start of each new "year" of this Agreement. (See Section 1(c) above.) *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 the earlier of (i) three (3) business days after we confirm delivery of the Projected Power Production Disclosure to the email address you provided, or (ii) seven (7) days after we mail you the Projected Power Production Disclosure to the Homeowner Address on page 1. To cancel, send us written notice as set forth in Section 19 or by using the cancellation notice attached as Exhibit A.*

(b) **Upfront Payment.** You agree to pay the Initial Pre-Payment listed on Page 1 at the time you sign and return this Agreement to us. If paying the Initial Pre-Payment by check, the check should be made to the order of "Kilowatt Systems, LLC".

(c) **Monthly Bills.** Solar Provider will, in its discretion, use first class mail or e-mail to send you a monthly bill no later than 20 days after the end of each billing period. We may send your monthly bills via email unless you contact us directly to request that your monthly bills be sent through the U.S. mail. We will use the email or Homeowner Address shown on Page 1 of this Agreement

You agree to:

- (i) unless the System includes a cellular metering system (not available for all systems), provide us continuous access to a working broadband connection and electrical grid connection(s). If you fail to maintain the required broadband internet or electrical grid connection(s) for a period of time, we may charge you the Power Price for Estimated Power Production as determined under Section 2(f);
 - (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;
 - (iii) not modify your Property in a way that shades the System;
 - (iv) be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;
 - (v) not remove any markings or identification tags on the System;
 - (vi) permit Solar Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
 - (vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool; and
 - (viii) not do anything, permit or allow to exist any condition or circumstance which would cause the System not to operate as intended at the Property.
- (b) **Fees; Late Charges; Checks; Taxes.**

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

- (i) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or electronic fund transfer or other payment that is returned or refused by your bank;
 - (ii) **Late Payment Fee:** If you fail to make any payment when due, we will impose a late fee of \$25 (or such lower amount as required by law) on any payment we do not receive in full within five (5) days after the due date;
 - (iii) **Payment Processing Fee:** You will pay a fee of \$4.99 for each Monthly Payment received. We will waive this payment processing fee if you make your payments via Automated Clearing House ("ACH") by authorizing us to apply automatic electronic payments from your bank account (see attached payment options form);
 - (iv) **Taxes:** If applicable, you agree to pay any taxes on the Monthly Payments and all other amounts due under this Agreement. This Agreement contains a purchase option (see Section 6) and a prepayment option (see Section 7). If you exercise any applicable purchase or prepayment option under this Agreement, you also agree to pay any applicable taxes on the purchase or prepayment amount.
- (c) **Filings.** You agree that the System will be Solar Provider's personal property under the Uniform Commercial Code. You also agree that the System is not a real property fixture. Solar Provider will not place a lien on your title to the Property in connection with this Agreement. However, you agree that Solar Provider may file UCC-1 financing statements and/or real property fixture filings and notices of independent solar energy producer contract related to our ownership interest in the System, and any other notices permitted or required by law. 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. You also authorize Solar Provider to make corrections to any utility paperwork to conform to this Agreement or any revisions or amendments to this Agreement that you and we agree upon.
- (d) **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 manufacturer warranty on the System without Solar Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System after receiving such prior written consent, they will become part of the System and shall be Solar Provider's property.
- (e) **Access to the System.**

- (b) If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in Section 5(a) you have chosen.
- (c) If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in Section 5(a) above, you will be in default under this Agreement. (See Sections 15 and 16 below.)

6. OPTION TO PURCHASE THE SYSTEM

- (a) You have the option to purchase the System at the following times during the Initial Term:
 - (i) Upon the fifth (5th) anniversary of the In-Service Date (see Section 1(b) above);
 - (ii) At the end of the Initial Term of this Agreement (see Section 1(c) above);
 - (iii) If you sell your Property during the Initial Term (see Section 5 above);
 - (iv) If Solar Provider (including our successors and assigns) materially fails to perform its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice from you describing the material failure (subject to Section 13 below); and
 - (v) Only with Solar Provider's written consent (which Solar Provider may withhold in Solar Provider's sole discretion) at another time not described above.
- (b) To purchase the System pursuant to Section 6(a), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to Solar Provider within thirty (30) days of receiving an invoice from Solar Provider (using e-mail or first class mail, at Solar Provider's option) for the purchase price.
- (c) The purchase price you will pay for the System ("Buyout Price") shall be the greater of: (a) the System's appraised fair market value ("FMV") at such time; and (b) the net present value of the future estimated tax benefits, incentives and Monthly Payments that would have been received by or payable to us under or in connection with this Agreement (assuming Estimated Power Production through the remaining scheduled Initial Term of this Agreement), using a net present value discount rate of 3%. You acknowledge that the FMV shall include the value of any and all environmental attributes, such as solar renewable energy credits, that the System will likely produce after the purchase date (to the extent that Solar Provider has not already transferred such environmental attributes to third parties pursuant to Section 11 below). Solar Provider will hire an independent appraiser to compute the System's FMV at Solar Provider's expense.
- (d) If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and Solar Provider will assign 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, you will also own the Power produced by the System and Sections 3, 7, 8, 11, 12 and 17 of this Agreement will cease to apply.

7. OPTION TO PREPAY AGREEMENT

- (a) At any time during the Initial Term, you can prepay this Agreement in full. Such prepayment will not terminate this Agreement, nor limit any of your rights or obligations (other than your obligation to make Monthly Payments during the Initial Term).
- (b) In order to prepay this Agreement, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired prepayment date.
- (c) The payment required to prepay this Agreement ("Prepayment Price") shall be equal to the net present value of the future Monthly Payments that would have been payable to us under this Agreement (assuming Estimated Power Production through the remaining scheduled Initial Term of this Agreement), using a net present value discount rate of 3%.
- (d) If you exercise the option to pay the Prepayment Price, Solar Provider's obligations under this Agreement will continue through the remainder of the Initial Term and as described in Section 8.

(a) **Assignment by Solar Provider.** Solar Provider may assign, sell or transfer the System and this Agreement, or any part of this Agreement (including the Installation Warranty described in Section 17 below), without your consent and without notice. Assignment, sale or transfer generally means that Solar Provider would transfer certain of our rights and/or certain of our obligations under this Agreement to another party. In the event such assignment is a transfer of all of our or a subsequent assignor's rights and obligations, you agree to release us or subsequent assignors from all future obligations. Any assignment of Solar Provider's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

(b) **Assignment by You.** Except as set forth in this Agreement, you will not assign, sell, pledge or in any other way transfer your interest in the Power produced by the System, or in this Agreement, without our prior written consent, which shall not be unreasonably withheld.

11. OUR OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You understand and agree that this is not a contract to sell or lease the System to you. Solar Provider will own 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 OUR SOLE DISCRETION. SOLAR PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY, USE AND TRANSFER 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 WE MAY CLAIM AND TRANSFER 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 OR ASSIGNING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS OR THEIR CASH EQUIVALENT TO SOLAR PROVIDER.

12. LOSS OR DAMAGE; INSURANCE

(a) **Loss or Damage.** Unless you or your guests, contractors or agents are grossly negligent or intentionally damage the System, Solar Provider will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any part or all of the System.

(b) **Insurance.** Solar Provider will insure the System against all damage or loss unless that damage or loss is caused by your gross negligence or willful misconduct (including your intentional damage of the System). You do not need to add the System to your Property insurance policy.

13. FORCE MAJEURE

(a) Neither you nor Solar Provider will be in default under this Agreement because of any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the Power produced by the System) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either you or Solar Provider, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

(b) Force Majeure cannot be due to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond that party's reasonable control. Additionally, you or Solar Provider must have taken all reasonable technical and commercial precautions to prevent the Force Majeure event.

(c) In order to claim Force Majeure as a reason for non-performance, you or Solar Provider must give notice to the other party of the Force Majeure within fourteen (14) days of the occurrence of the Force Majeure and estimate how long it will last and what

- (e) turn off or take back the System by legal process or self-help, but we may not breach the peace or violate the law;
- (f) recover from you (i) a payment equal to the greater of the (A) Prepayment Price (see Section 7) and (B) Buyout Price (see Section 6) plus (ii) all taxes, late charges, penalties, interest and all other sums then accrued or due and owing to Solar Provider. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and
- (g) use any other remedy available to us in this Agreement or by law.

By choosing any one or more of the remedies described above, Solar Provider does not give up our right to use another remedy. By deciding not to use any remedy when you are in default, Solar Provider does not give up our right to use that remedy (or any other remedy) in case of a subsequent default.

17. WARRANTY

(a) **Installation Warranty.** Solar Provider provides you with an Installation Warranty (the "Installation Warranty") for certain roof damage caused during the installation of the System. We will repair or pay you for roof damage caused during the installation of the System to areas that are within a three (3) foot radius of any part of the System. This Installation Warranty will run for one (1) year following the completion of the System installation. You must notify us promptly and in writing of any claim under the Installation Warranty as outlined in Section 19 below.

(b) **Limitation of Warranty.** EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, YOU UNDERSTAND THERE ARE NO 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.

18. GOVERNING LAW; ARBITRATION; WAIVER OF TRIAL BY JURY

(a) **Governing Law.** The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate (see Section 18(b) below).

(b) **Arbitration.** Except as stated in the following paragraph regarding class arbitration, if either party requests, the other party agrees to arbitrate all disputes and claims arising out of or relating to this Agreement, or any alleged or claimed oral or other agreement related to the System. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within 30 days after the Notice of Intent to Arbitrate is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Solar Provider will promptly reimburse you any arbitration filing fee and, except as provided in the next sentence, Solar Provider will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by you or the relief sought by you is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then Solar Provider will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of what you requested in the arbitration, Solar Provider will reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

(c) In addition, each party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, except that the Co-Owner, if any, may bring claims in the same proceeding as the Homeowner. The arbitrator may not otherwise preside over any form of a representative or class proceeding. If any provision in this paragraph is found unenforceable, then both parties agree that neither party shall litigate any claims as a representative or a member of a class or in a private attorney general capacity. Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. 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 your own. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, 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.

The Agreement is only valid if it is signed and returned to us within 30 days of the Date of Issuance noted on Page 1 and approved by us.

By signing below, you agree that: (a) You have read the entire Agreement including any/all Exhibits, (b) You agree to all the terms of the Agreement and the Exhibits, including without limitation the arbitration provision in Section 18(b) of the Agreement, (c) You have received a complete copy of this Agreement and the Exhibits, and two (2) copies of a Notice of Cancellation, and (d) You understand that we have the right to confirm your consumer credit report and you agree that we will make the final determination of your eligibility after you have signed and returned the Agreement.

NOTICE: You, the Homeowner, may cancel this transaction at any time prior to midnight of the tenth calendar day after the date you sign this Agreement. See the attached notice of cancellation form for an explanation of this right.

Homeowner's Name: Joseph Shuster

DocuSigned by:
Joseph Shuster
4886AC856254ED

Signature: _____

Date: 9/1/2015

Co-Owner's Name (if any): _____

Signature: _____

Date: _____

Solar Provider: Kilowatt Systems, LLC

By CPFAM KWF Services, LLC, its authorized agent

DocuSigned by:
Meghan Telkamp
18817F85277C488

Signature: _____

Date: 0/16/2015

Name: 000000 0000000

Title: 0000000000 000000

Exhibit A

NOTICE OF CANCELLATION

_____ (Date)
(enter date of transaction)

You may CANCEL this transaction, without any penalty or obligation, within TEN 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 (10) BUSINESS DAYS following receipt by the seller 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 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 regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days 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, or if you agree to return the goods to the seller 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 Kilowatt Systems, LLC, Attention Legal Counsel, 600 South Hwy 169, Suite 1425, St Louis Park MN 55426 NOT LATER THAN MIDNIGHT OF _____
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Homeowner/Co-Owner's signature)