



Solar Electric System

Federal Consumer Leasing Act Disclosure
and Residential Solar Lease



CONFIDENTIAL CA/v3/2013

PLEASE READ THESE DISCLOSURES BEFORE SIGNING THE LEASE
FEDERAL CONSUMER LEASING ACT DISCLOSURE

Date: 06/01/15

Lessee(s): **Ronald Burner**Lessors: **TEAM-SOLAR, INC.**

License#

600 CLIPPER DRIVE, BELMONT, CA 94002**TELEPHONE: (866) SUNEDISON**Installer: **SunEdison**License# **996579**

Description of Leased Property (Estimated)			
The Leased Property is a photovoltaic electric system consisting of photovoltaic modules, inverters, mounting system, and monitoring equipment as more fully described in the Lease.			
Amount Due at Lease Signing or Delivery	Monthly Payments (estimated)	Other Charges (not a part of your monthly payment)	Total of Payments (the amount you will have paid by the end of the Lease)
Down Payment (capital cost reduction) \$0.00	Your first monthly payment is due on the first day of the first full calendar month following the Interconnection Date, estimated to be 06/01/15. Your remaining 239 monthly lease payments will be due on the first of each calendar month starting on 07/01/15(estimated), as described below. The total of your monthly payments that you will have paid by the end of the Lease is \$59,561.32	_____ \$0.00	
Total \$0.00		Total 0.00 (Estimated)	\$59,561.32 (Estimated)
Number of Payments		Amount of Payments (estimated)	
12 monthly payments, followed by		\$205.55	
12 monthly payments, followed by		\$211.04	
12 monthly payments, followed by		\$216.69	
12 monthly payments, followed by		\$222.51	
12 monthly payments, followed by		\$228.49	
12 monthly payments, followed by		\$234.65	
12 monthly payments, followed by		\$240.98	
12 monthly payments, followed by		\$247.50	
12 monthly payments, followed by		\$254.21	
12 monthly payments, followed by		\$261.11	
12 monthly payments, followed by		\$268.21	
12 monthly payments, followed by		\$275.52	
12 monthly payments, followed by		\$283.04	
12 monthly payments, followed by		\$290.78	
12 monthly payments, followed by		\$298.74	
12 monthly payments, followed by		\$306.94	
12 monthly payments, followed by		\$315.37	
12 monthly payments, followed by		\$324.04	
12 monthly payments, followed by		\$332.97	
12 monthly payments		\$342.16	



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Purchase Option at End of Lease Term. You have an option to purchase the Leased Property at the end of the Lease Term for an amount equal to the Leased Property's fair market value. The fair market value is determined under Section 17 of the Lease, provided that any appraisal will be at our sole cost. In addition to the foregoing, you agree that you will pay all applicable sales tax, use tax, and other governmental charges in connection with the purchase (including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties).

Other Important Terms. See your Lease and other documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, and insurance and any security interests applicable.

I (we) acknowledge receipt of this Federal Consumer Leasing Act Disclosure.

DocuSigned by:

Homeowner(s):

Ronald Burner

429BDBE6AEB84A5...

Signature _____ Date _____
Ronald Burner
Printed Name _____

Signature _____ Date _____

Printed Name _____

Signature _____ Date _____

Printed Name _____



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RESIDENTIAL SOLAR LEASE

These cover pages (pages 4 - 7, the "Cover Pages") contain information specific to the SunEdison Residential Solar Lease ("Lease") between you and us for the residential photovoltaic system, consisting of solar panels and related equipment to be installed at your home. These Cover Pages along with the Terms and Conditions are the documents constituting the Lease. You have already been given certain Federal and state mandated disclosures and notices and other such disclosures and notices are attached.

Date of Signature of the Lease by you: March 14, 2015

Homeowner ("Homeowner") Contact Information

Homeowner Name: Ronald Burner
Mailing Address: 10253 PASEO PARK DR
City, State, ZIP: Lakeside, CA 92040
Telephone Number: [REDACTED]
Email Address: [REDACTED]

Additional Homeowners, if any:

Name:

Name:

Mailing Address:
City, State, ZIP: ,
Telephone Number:

Mailing Address:
City, State, ZIP: ,
Telephone Number:

Email Address:

Email Address:

Your Address

Your Address: 10253 PASEO PARK DR , Lakeside, CA 92040
Property Description: 10253 PASEO PARK DR , Lakeside, CA 92040
Lease Number: CA-BUR-00325491

SunEdison Contact ("Notice Address"):

YOU, THE BUYER (WHICH REFERS TO YOU AS THE LESSEE UNDER THIS LEASE), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION BY SUBMITTING THE ATTACHED NOTICE OF CANCELLATION TO THE ADDRESS IMMEDIATELY BELOW. SEE ALSO ATTACHED FORMS FOR AN EXPLANATION OF THIS RIGHT.

Team-Solar, Inc. ("SunEdison")
License #: 781578
Attention: Operations

Installer: Brite Energy
License #: 996579



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600 Clipper Drive
Belmont, California 94002
Telephone: 1-866-SUNEDISON
Email: Residential@SunEdison.com
www.sunedison.com



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DESCRIPTION OF THE SYSTEM ("SYSTEM") AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED (IN EACH CASE AS ESTIMATED)

Estimated Kilowatt-Hours (first year): 13,429

Inverter(s) (or one of substantially like quality): Enphase Energy

Estimated Price per Kilowatt-Hour
(first year): \$0.17

Mounting System: SunEdison Racking

Estimated Price per Kilowatt-Hour
(Lease Term): \$0.22

Monitoring System: SunEdison Monitoring System

Solar Module Quantity: 35

Solar Module Description: SunEdison - BoW 265

Year	Guaranteed Annual Electric Output (kWh)	Guaranteed Annual Output (kWh)	Estimated Annual Electric Output (kWh)	Estimated Annual Output (kWh)
1	12,757	12,757	13,429	13,429
2	12,668	12,668	13,334	13,334
3	12,579	12,579	13,241	13,241
4	12,491	12,491	13,148	13,148
5	12,404	12,404	13,056	13,056
6	12,317	12,317	12,965	12,965
7	12,231	12,231	12,874	12,874
8	12,145	12,145	12,784	12,784
9	12,060	12,060	12,695	12,695
10	11,975	11,975	12,606	12,606
11	11,892	11,892	12,518	12,518
12	11,808	11,808	12,430	12,430
13	11,726	11,726	12,343	12,343
14	11,644	11,644	12,256	12,256
15	11,562	11,562	12,171	12,171
16	11,481	11,481	12,085	12,085
17	11,401	11,401	12,001	12,001
18	11,321	11,321	11,917	11,917
19	11,242	11,242	11,833	11,833
20	11,163	11,163	11,751	11,751



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Lease Term

Number of Consecutive Lease Years: 20 years
 Number of Consecutive Lease Months: 240 months
 Estimated Lease Term Start Date: 06/01/15
 Annual Lease Payment Escalator: 2.9%

MONTHLY LEASE

Schedule of Payments and Termination Values

Year	Period	Without Automatic Payment			With Automatic Payment (see Section 6(d))			Termination Value
		Lease Payment	Sales/Use Tax (Estimated)	Total Monthly Payment (Estimated)	Lease Payment	Sales/Use Tax (Estimated)	Total Monthly Payment (Estimated)	
1	12 Months Beginning 06/01/15	\$190.33	\$15.23	\$205.55	\$175.33	\$14.03	\$189.35	\$63,217.99
2	12 Months Beginning 06/01/16	\$195.41	\$15.63	\$211.04	\$180.41	\$14.43	\$194.84	\$59,673.77
3	12 Months Beginning 06/01/17	\$200.64	\$16.05	\$216.69	\$185.64	\$14.85	\$200.49	\$55,569.94
4	12 Months Beginning 06/01/18	\$206.03	\$16.48	\$222.51	\$191.03	\$15.28	\$206.31	\$51,092.70
5	12 Months Beginning 06/01/19	\$211.57	\$16.93	\$228.49	\$196.57	\$15.73	\$212.29	\$46,262.59
6	12 Months Beginning 06/01/20	\$217.27	\$17.38	\$234.65	\$202.27	\$16.18	\$218.45	\$44,977.40
7	12 Months Beginning 06/01/21	\$223.13	\$17.85	\$240.98	\$208.13	\$16.65	\$224.78	\$43,554.22
8	12 Months Beginning 06/01/22	\$229.17	\$18.33	\$247.50	\$214.17	\$17.13	\$231.30	\$42,022.96
9	12 Months Beginning 06/01/23	\$235.38	\$18.83	\$254.21	\$220.38	\$17.63	\$238.01	\$40,374.08
10	12 Months Beginning 06/01/24	\$241.77	\$19.34	\$261.11	\$226.77	\$18.14	\$244.91	\$38,597.05
11	12 Months Beginning 06/01/25	\$248.35	\$19.87	\$268.21	\$233.35	\$18.67	\$252.01	\$36,680.20
12	12 Months Beginning 06/01/26	\$255.11	\$20.41	\$275.52	\$240.11	\$19.21	\$259.32	\$34,610.55
13	12 Months Beginning 06/01/27	\$262.08	\$20.97	\$283.04	\$247.08	\$19.77	\$266.84	\$32,373.74
14	12 Months Beginning 06/01/28	\$269.24	\$21.54	\$290.78	\$254.24	\$20.34	\$274.58	\$29,953.75
15	12 Months Beginning 06/01/29	\$276.61	\$22.13	\$298.74	\$261.61	\$20.93	\$282.54	\$27,332.81
16	12 Months Beginning 06/01/30	\$284.20	\$22.74	\$306.94	\$269.20	\$21.54	\$290.74	\$24,491.11
17	12 Months Beginning 06/01/31	\$292.01	\$23.36	\$315.37	\$277.01	\$22.16	\$299.17	\$21,406.55
18	12 Months Beginning 06/01/32	\$300.04	\$24.00	\$324.04	\$285.04	\$22.80	\$307.84	\$18,054.53
19	12 Months Beginning 06/01/33	\$308.31	\$24.66	\$332.97	\$293.31	\$23.46	\$316.77	\$14,407.55



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20	ning 06/01/33 12 Months Begin- ning 06/01/34	\$316.81	\$25.35	\$342.16	\$301.81	\$24.15	\$325.96	\$10,434.92
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Schedule Notes

You will pay rents ("Lease Payments") according to this schedule. The Down Payment shown below is due on the date you sign this Lease, and does not include any applicable sales/use tax. Lease Payments and Sales/Use Tax Payments are due on the first of each month.

Other Important Numbers Regarding the Lease

	Down Payment:	\$0.00
Estimated Taxes on Down Payment (to be billed with first month's Lease Payment):		\$0.00
Lease Payment (monthly) During First Year of Lease:		\$175.33
Sales/Use Tax Payment (estimated monthly) During First Year of Lease:		\$14.03
Total Sales/Use Tax (Estimated) Paid by End of Lease (without automatic payment):		\$4,764.91
Total Sales/Use Tax (Estimated) Paid by End of Lease (with automatic payment):		\$4,476.91
Total Lease Payments Paid by End of Lease (without automatic payment):		\$59,561.32
Total Lease Payments Paid by End of Lease (with automatic payment):		\$55,961.32

SunEdison 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, 1-888-5-OPTOUT (1-888-567-8688). In accordance with the terms of this Lease (see Section 8(c)), SunEdison will indemnify you for mechanics liens being filed, payment or claim, and damage caused, by the Installer (defined below) or any technician, consultant or contractor retained by us in connection with the System. YOU, THE BUYER (WHICH REFERS TO YOU AS THE LESSEE UNDER THIS LEASE), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORMS FOR AN EXPLANATION OF THIS RIGHT. You are entitled to a completely filled in copy of this agreement, signed by both you and us, before any work may be started.

Homeowner(s):

DocuSigned by:

Ronald Burner
429BDBE6AEB84A5...

Signature

March 14, 2015

Date

Ronald Burner

Printed Name

Signature

Date

NVT Licenses, LLC:

David Jensen
David Jensen (Mar 26, 2015)

Signature

Mar 26, 2015

Date

David Jensen

Printed Name

Director, Finance Operations

Title



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Printed Name



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TERMS AND CONDITIONS

Section 1. PARTIES. This Lease is an agreement between the Homeowner(s) listed on the Cover Pages, (who are collectively also referred to as "you" and "your," "Lessee", or a "party"), and Team-Solar, Inc. (who, together with its successors and assigns, may be referred to as "we," "us," "our," "SunEdison," "Lessor", or a "party"), whereby you agree to lease the System described in the Cover Pages from us, on the terms and conditions contained in this Lease. In our role as owner of the easement granted to us under Section 7(e) and as owner of the System, we will arrange for the System to be installed, maintained, and repaired in accordance herewith by a properly licensed installer (an "Installer"), at the address listed on the Cover Pages under "Your Address". This Lease will refer to the property at this address as your "home." If there is more than one Homeowner, each of you (i) shall have executed this Lease, (ii) shall be jointly and severally liable under this Lease, and (iii) by signature on this Lease, appoint each other Homeowner(s) to act on your behalf in all future matters associated with this Lease, including signing any amendment to this Lease, cancelling this Lease, confirming any other matters or receiving any notice associated with this Lease, and similar matters. You hereby represent and acknowledge that your home is your principal place of residence, there are no other owners except as listed on the Cover Pages, and you are not entering into this Lease as, or on behalf of, a tax-exempt entity.

Section 2. DATE OF LEASE EFFECTIVENESS. When you sign this Lease, you are offering to lease the System from us ("Offer"); however, we are under no obligation to accept the Offer, and accordingly we reserve the right to decline (for any reason or no reason) to execute a Lease which has been executed by you. We will conduct a credit check and determine whether you meet the credit requirements for entry into this Lease. If such credit requirements are not met, we will not enter into this Lease and will not accept the Offer. Therefore, this Lease shall only be effective when signed by both of us, such execution signaling the acceptance by us of the Offer. The date you and we execute this Lease shall be the "Lease Effective Date". At the time the System is fully operational and capable of generating energy, we (or the Installer) will provide you a notice confirming that fact. The date contained in this notice is the "Acceptance Date." You agree, if requested by us, to confirm the Acceptance Date in writing. Thereafter, a permission to operate, or an equivalent permit will be issued by your utility (the date of interconnection is the "Interconnection Date", and the first day of the first full calendar month thereafter shall be the "Lease Term Start Date") and you agree that the System shall be interconnected to your local utility's electricity grid in accordance with applicable law by us.

Section 3. LEASE TERM. We agree to lease the System to you for the Lease Term shown on the Cover Pages. The beginning date of the Lease Term is the first day of the first full calendar month after the Interconnection Date. Section 10(a), Section 14, and Section 16 describe the only rights you have to end this Lease during the Lease Term.

Section 4. SYSTEM DESCRIPTION. The Cover Pages describe the components that make up the System, and show the estimated production of electricity in kilowatt-hours in the first twelve (12) months, and the estimated price per kilowatt-hour produced during the Lease Term, and other information. We shall have the right, at any time, and from time to time in our sole discretion, to change components (including prior to installation), provided that (a) the System maintains the ability to produce electricity at the rates contemplated in this Lease and as represented by the manufacturers of the major components of the System; and (b) the substituted components have a substantially equivalent or greater economic value. Such substitution of components shall not require the parties to execute a modification to this Lease.

Section 5. SYSTEM PERFORMANCE GUARANTEE AND LIMITED WARRANTY. The System Performance Guarantee (as defined below) and the Limited Warranty (as defined below) shall be collectively referred to as the Performance Guarantee.

(a) *System Performance Guarantee.*

- (i) Subject to the remainder of this Section 5, we guarantee that the System will generate at least the annual Guaranteed Annual Output set forth on page 5 of the Cover Pages of this Lease (the "System Performance Guarantee") during the Initial Term of this Lease. We will issue you a credit in the following circumstances and in the following manner: On the third anniversary of the Lease Term Start Date, and on every anniversary that follows, if the annual average actual electricity output during the prior three years (the "Guarantee Period", and such generation the "Rolling Actual Output") is less than the annual average Guaranteed Annual Output set forth on page 5 of the Cover Pages of this Lease for such Guarantee Period (the "Rolling Guaranteed Output"), we will issue you a credit on your next bill. This credit will be calculated by multiplying the difference between one (1) and the ratio between the Rolling Actual Output and the Rolling Guaranteed Output for the applicable Guarantee Period, by the total payments received by us from you covering such Guarantee Period ((1-Rolling Actual Output/Rolling Guaranteed Output)*payments made by you during the applicable Guarantee Period). For example, if the Rolling Actual Output during a particular Guarantee Period was seven thousand (7,000) kilowatt-hours and the Rolling Guaranteed Output for such Guarantee Period was ten thousand (10,000) kilowatt-hours and we received two thousand dollars (\$2,000) covering such Guarantee Period, your credit would be six hundred dollars (\$600). Should the Rolling Actual Output during a particular Guarantee Period be greater than the Rolling Guaranteed Output for such a period, such surplus shall be carried over to future Guarantee Periods and shall be added to future Rolling Actual Output to the extent such future Rolling Actual Output is less than the Rolling Guaranteed Output of the applicable Guarantee Period. If this System Performance Guarantee is invalidated in any year in accordance with Section 5(ii), any positive difference between one (1) and the ratio of the actual output and the Guaranteed Annual



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Output based on such year will not be considered in determining the credit calculated under this Section 5(a)(i). For the purposes of these calculations, Rolling Actual Output shall include (i) any kWh of electricity that we determine would have likely been produced during any calendar day during which (a) a grid failure disabled the System or (b) you caused, or requested, the System to be shut down or generate less electricity ("Lessee Output Reduction") and] (ii) any energy shortfalls for which you have previously received a credit, if any.

- (ii) This System Performance Guarantee may be canceled or suspended according to the terms of this Lease. This System Performance Guarantee shall be invalidated in any year in which Lessee Output Reduction has occurred ten (10) or more calendar days (need not be consecutive, Lessee Output Reductions lasting less than a full calendar day shall be considered lasting a full calendar day for purposes of this Section 5), you have failed to provide access to your home as required under Section 7 (e), you have failed to provide internet access for a period of greater than ten (10) days, or you have breached this Lease. This System Performance Guarantee will no longer be in effect if you sell, assign or transfer your home in contravention of Section 11 hereunder, you exercise the Early Purchase Option or the Purchase to Sell Option, or upon conclusion of the Lease Term. Other than as set forth in this Section 5, we make no representation, warranty or guarantee of any kind regarding the System's actual or expected output or performance. This System Performance Guarantee does not cover any loss of generation resulting from accident, misuse, abuse, negligence or damage caused by you, a third party, severe weather, natural disasters, dust storms, wildfires, volcanic eruptions, nuclear detonation, cosmic disturbance, animals, improper or lack of maintenance by you or a third party (other than us or consultants or technicians retained by us), deterioration (other than normal wear and tear), vandalism, theft, unauthorized tampering or improper operation of the System or components by any party (other than us or consultants or technicians retained by us).
- (iii) During the Lease Term, we shall provide for the maintenance and repair, including replacement of defective equipment, such as photovoltaic modules and inverters as necessary to maintain the System Performance Guarantee.

(b) **Repair Warranty.**

- (i) During the Lease Term, subject to the terms and conditions hereof and assuming normal wear and use of the System, we warrant that the System shall be free from defects in components, materials, and workmanship (the "Repair Warranty").
- (ii) If parts fail during the Lease Term, and you submit a valid Repair Warranty claim, we will use commercially reasonable efforts to arrange for replacement of them with like equipment; however, you acknowledge that this may not be possible due to parts availability and other factors. In such case, we will arrange for replacement of parts with similar parts, as determined in our discretion.
- (iii) You can make a Repair Warranty claim by writing us a letter and sending it via overnight mail with a well-known national service to the address listed above.
- (iv) We will accept and honor any valid and properly submitted Repair Warranty claim made during the Lease Term by any person who either purchases the System from you or to whom you properly transfer the Lease, in accordance with Section 11.
- (v) This warranty gives you specific rights, and you may also have other rights which may vary from State to State.

(c) **Repairs, Replacements, and Additions.** With respect to any repairs or replacements arranged by us, we may use new or reconditioned parts when arranging repairs or replacements. We may also, at no additional cost to you, arrange for an upgrade or to add to any part of the System to ensure that it performs according to the guarantees set forth hereunder. Cosmetic repairs that do not involve safety or performance shall be arranged at our discretion.

(d) **Roof Damage Warranty.** We warrant that no direct roof damage will result from a roof penetration required by the installation of the System (the "Roof Damage Warranty", and together with the terms of Sections 5.(b) and (c), the "Limited Warranty"). Penetrations required by the System specifications shall not be considered roof damage. This Roof Damage Warranty will commence on the date of such penetration.

(e) **Exclusions from, and Voiding, the System Performance Guarantee and the Limited Warranty.** If someone other than an Installer or another properly licensed contractor (preapproved in writing by SunEdison, which preapproval may be requested by you in writing at the address listed above, a "Contractor") installed, moved, removed, re-installed or repaired the System, the System Performance Guarantee and Limited Warranty shall be null and void. We are not liable under the System Performance Guarantee or the Limited Warranty for damage resulting from mold, fungus and other organic pathogens, shrinking/cracking of grouts and caulking, fading of paints and finishes exposed to sunlight (unless in each case caused by our or the Installer's negligence) and any damage to the System, or any lost production or underproduction of the System (which may otherwise result in a credit under the System Performance Guarantee) to the extent caused by or arising out of:



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- (i) destruction or damage to the System or its ability to safely produce energy that is not caused by us or an Installer (including damage due to animals);
- (ii) your breach of, or failure to perform, your obligations under the Lease (including without limitation the failure by you to provide access or assistance to an Installer in diagnosing a problem or repairing, or replacing, any part of the System, or failure by you to maintain the System as required under the Lease);
- (iii) any Force Majeure Event;
- (iv) 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);
- (v) theft of the System (e.g., if the System is stolen we will replace the System, to the extent covered by our insurance, or cancel the Lease, at our discretion, but we will not repay you for the power it did not produce); and
- (vi) shading from (A) foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed or (B) any other physical structures not present as of the date of our site audit described in this Lease.

YOU UNDERSTAND THAT TO THE DEGREE ALLOWED BY APPLICABLE LAW, OTHER THAN AS CONTAINED IN THE LEASE, 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, AND YOU LEASE THE SYSTEM "AS IS." WE DISCLAIM, AND ANY BENEFICIARY OF THE PERFORMANCE GUARANTEE 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.

Section 6. PAYMENTS. Your payment obligations are as follows:

- (a) **Down Payment.** The capitalized cost reduction or Down Payment shown on the Cover Pages (if any) is due on the date **you** sign this Lease. At our discretion, we may delay the collection of the Down Payment and/or the applicable sales and use tax, and send you an invoice for such amount. If we do not sign the Lease, the Down Payment, if any, will be returned to you. If sales or use tax is applicable to the Down Payment, we will include such amount in an invoice.
- (b) **Lease Payment.** Each Lease Payment required under this Lease is due on the first day of each calendar month during the Lease Term. The applicable monthly Lease Payment for the first year is shown on the Cover Pages of this Lease. Applicable monthly sales/use tax will be added to each Lease Payment invoice. A schedule showing the Lease Payments, estimated sales/use taxes, and Termination Values (refer to the Cover Pages) for all months and years is shown on the Cover Pages.
- (c) **Estimated Sales or Use Taxes.** You agree to pay as invoiced any applicable sales or use taxes on any Down Payment and the Lease Payments due under this Lease. You also agree to pay any applicable personal property taxes on the System that your local jurisdiction may levy and which may be invoiced by us. The total estimated amount you will pay for sales or use taxes over the Lease Term is shown on the Cover Pages, whether included with your Lease Payments or assessed otherwise. If you exercise an option to purchase the System, you also agree to pay any applicable sales or use tax on the purchase price you pay, and other applicable governmental charges, including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties.
- (d) **Automatic Payment Option.** You have an option to receive a \$15 per month discount in your Lease Payment if you voluntarily enroll in an automatic payment program, under which you agree that your Lease Payments, and applicable sales and use taxes, may be automatically debited from your checking or savings account. The form for enrollment in the program is attached at the end of this Lease (the "Automatic Debit Authorization"). You can enroll by filing out and signing the Automatic Debit Authorization and presenting it to us as described below. The Schedule of Payments and Termination Values set forth in the Cover Pages to this Lease in the columns "With Automatic Payment" show the values if you exercise this option to voluntarily enroll in this automatic payment program. If you agree to enroll, you may change the account from which your payments are debited by notifying us in writing at least ten (10) calendar days in advance of the next applicable Lease Payment. If you close your account, stop payment, cancel your enrollment in automatic payments without giving us the required prior written notice to the Notice Address, or otherwise prevent the automatic payments from being processed and completed (which may include, at our option and in our discretion, your failure to maintain enough fully collected and available funds in your account to cover the full amount of a Lease Payment two (2) or more times during the Lease Term), the automatic payments will end and the amount due and payable for (i) such prevented Lease Payment and (ii) each Lease Payment thereafter, will no longer be subject to the \$15 per month discount. No lease amendment is necessary to make changes related to this automatic payment program.



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Homeowners' Initials: DS KB		
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(e) **Returned Payment Fee; Late Charge.** In addition to the other amounts you agree to pay under this Lease, you agree to pay the following:

- (i) Returned payment fee: \$20 for any check, automatic or other form of payment that is returned or refused by your bank or financial institution; and
- (ii) A late charge of \$30, or the maximum amount allowed by applicable law, whichever is lower, for any payment that we do not receive within ten (10) days after the date it is due.

(f) **No Abatement or Offset.**

YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL LEASE PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE 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 HERETO THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SPECIFICALLY SET FORTH BELOW, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

Homeowners' Initials: DS KB		
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Section 7. YOUR OTHER LEASE OBLIGATIONS. You have the following additional obligations under the Lease:

(a) **Notices (to be provided to Notice Address).** You agree to:

- (i) notify us in writing within twenty-four (24) hours if you discover that (A) the System is not working correctly, (B) the System has been damaged, or (C) the System has been stolen;
- (ii) notify appropriate fire or police authorities immediately upon the discovery of an emergency condition relating to the System which is hazardous to life or property; and
- (iii) notify us if you are aware of any temporary or permanent future condition at your home which would limit the amount of sunlight that the System would receive. An example would be if a neighbor builds a tall structure which blocks the sunlight.

(b) **Maintenance.** You agree to:

- (i) only allow us to arrange for the System to be repaired or have the System repaired by a Contractor at our expense (with prior written approval by us), and reasonably cooperate when repairs are being made;
- (ii) maintain unobstructed access to the sun for the System (including, but not limited to, keeping trees and other vegetation trimmed, and taking all reasonable and necessary actions to secure and enforce any solar access rights for the System that may exist in your jurisdiction), and any costs associated with such access are your responsibility;
- (iii) keep the panels clean and perform all other obligations described in the owner's manual (which we will provide to you on or before the Interconnection Date), which provides you with System operation and maintenance instructions and requirements, answers to frequently asked questions, troubleshooting tips, and service information;
- (iv) [Intentionally Omitted]
- (v) not modify your home or the surroundings thereof in a way that shades the System, or alters the tilt or azimuth of the System;
- (vi) be responsible for any conditions at your home that affect the installation (e.g., blocking access to the roof, preventing destruction, damage or theft);
- (vii) not remove any markings or identification tags on the System;
- (viii) not do anything, permit or allow to exist any condition or circumstance which would cause the System not to operate as intended;



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- (ix) permit an Installer, after we give you reasonable notice, to inspect the System for proper condition and operation as we reasonably determine necessary;
 - (x) not allow anyone other than an Installer or Contractor to install, remove, re-install, modify or repair the System;
 - (xi) immediately inform us by telephone and in writing if you notice the electric lines and meters necessary to interconnect the System to your utility electricity distribution system at your home are not properly installed, used or maintained;
 - (xii) use the System only for lawful personal, family or household purposes, but not to use the electricity generated by the System to heat a swimming pool and not to connect directly the System to a heating system of a swimming pool; and
 - (xiii) to have an Installer or Contractor, at your expense and on mutually agreeable terms, perform repairs, removal and reinstallation, or relocation of the System that are not our responsibility under this Lease.
- (c) **Home Renovations or Repairs.** If you want to make any repairs or improvements to the home 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 and consistent with the requirements and provisions of this Lease.
- (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 any part of the Performance Guarantee of the System without our prior written consent. If you make any modifications, improvements, revisions or additions to the System (whether with or without our prior written consent), such modifications, improvements, revisions or additions become part of the System and our property.
- (e) **Access to the System; Easement.**
- (i) As consideration for us to enter into this Lease, you hereby grant to us, consultants, technicians, and Installers retained by us, and our and their employees and assigns, the right to reasonably access the exterior (including without limitation, the roof) and portions of the interior of your home at Your Address to the extent required for the purposes of:
 - (A) installing, constructing, interconnecting, operating, maintaining, inspecting, repairing, removing, reinstalling or replacing the System or any additions to the System or installations of complementary technologies on or about the location of the System;
 - (B) enforcing our rights as to the System;
 - (C) installing, using, and maintaining of electric lines and inverters and meters, necessary to interconnect the System to your electric system at the home and/or to the utility's electric distribution system; or
 - (D) taking any other action reasonably necessary in connection with the installation, construction, interconnection, operation, maintenance, inspection, repair, removal, reinstallation or replacement of the System.

This access (the "Easement") will continue for up to ninety (90) days after this Lease expires to provide us with time to arrange for the removal of the System at the end of this Lease and shall be an easement appurtenant. We will give you reasonable notice of our need to provide access to your home. You understand, acknowledge, and agree that as owners of the Easement, we will arrange for an Installer to install, construct, operate, maintain, inspect, and if necessary, repair, remove, or replace the System at Your Address.

- (ii) During the time that we, consultants or technicians retained by us, employees, Installer, and financing parties have access and inspection rights, you will ensure that their and our access and inspection rights are preserved and will not interfere with or permit any third party to interfere with such access and inspection rights. You will continue to pay all taxes related to the property at Your Address, including the property covered by the Easement. If we request, you will sign and acknowledge an easement that sets out in writing our right (and the right of consultants, technicians, or Installers retained by us, employees, and financing parties) to access the home. We may record this easement in the appropriate manner in the public records. You agree that the System is not a fixture but SunEdison's personal property under the UCC (as adopted in your state) and you hereby grant us the right to file any Uniform Commercial Code financing statement with the applicable secretary of state and also any fixture filing to secure our ownership interest in the System. SunEdison will not place a lien on Homeowner's title to the Property in connection with the Lease.
- (iii) **SunEdison's Insurance.** We will insure, or arrange for the System to be insured, against physical damage or loss unless that damage or loss is caused by your negligence or non-compliance with this Lease or the Performance Guarantee; or you intentionally damage the System. This insurance will insure our interest in the System only, and will not insure your interest in the System arising from the Lease.
- (iv) SunEdison will require each Installer, consultant, and technician to carry reasonably adequate commercial liability insurance and workers' compensation insurance.



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- (f) **Homeowner's Insurance.** Liability insurance for injury to you or those who may be at your home, or property damage covering your interests, are not included in this Lease. You agree to carry homeowner's insurance that covers all injury or damage to your home (including without limitation damage caused by the installation, connection, operation and maintenance of the System), or to you or those at your home, including without limitation injury and damage caused by the System and not due to our gross negligence. You are responsible for contacting your insurance carrier regarding this insurance coverage.
- (g) **Internet Connection and Email.** You agree to provide us access, at your expense, to a continuous (broadband, DSL, etc.) Internet connection, during the term of the Lease to allow us to remotely monitor the performance of the System. This Internet connection will have certain minimum characteristics as determined by us. Additionally, you agree to provide us with an email account address for you to enable communications as required or allowed under this Lease.
- (h) **Conforming Changes.** You agree that we may arrange for the necessary conforming corrections to be made to any incentive or rebate paperwork, if such incentive or rebate paperwork does not accurately reflect the terms of this Lease, as amended from time to time. You hereby give your consent and authorization to these conforming changes being made.
- (i) **Net Metering Service.** As of the Interconnection Date, you must be taking service from the standard net metering service available from your utility, if any. You agree that you will continue to take such net metering for as long as it is available and this Lease is in effect, and will execute all necessary related documents promptly at our request. You also agree to continue to make the Lease Payments even if such net metering is no longer available, or you are no longer eligible.
- (j) **Software License.** SunEdison has embedded certain software programs (the "Software") in the controller component of the System. Subject to the terms and conditions of this Lease, SunEdison hereby grants to you a limited, nonexclusive, non-sublicenseable, transferable (only as set forth in Section 16) license, for the Lease Term, to use the Software solely in connection with the System, in object code form only. You shall not, and you shall not cause any parent, subsidiary, affiliate, agent or other third party to, (i) sell, lease, distribute, license or sublicense the Software; (ii) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Software; (iii) alter or remove any copyright or other proprietary notices affixed to any materials supplied to you by or on behalf of SunEdison; or (iv) provide, disclose, divulge or make available to, or permit use of the Software by, any third party (with the exception of your consultants and subcontractors who use the Software solely in the performance of services for or on behalf of you) without SunEdison's prior written consent. For the avoidance of doubt, the definition of "System" shall include the Software. SunEdison shall retain sole ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights in the System. In addition, upon your exercise of a Purchase Option (as defined below) in compliance with this Lease, SunEdison will grant to you a perpetual, nonexclusive, non-sublicensable license to use the Software solely in connection with the the System, in object code form only. The license restrictions under this Section 7(j) shall apply to such perpetual license and shall survive the termination or expiration of this Lease.

Section 8. INDEMNITY.

- (a) To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, and our employees, officers, directors, agents, Installers, members, financing parties, successors and permitted assigns against 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 us for our own negligence, as applicable, or willful misconduct. The provisions of this Section 8 shall survive termination or expiration of this Lease.
- (b) To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, and our employees, officers, directors, agents, Installers, members, financing parties, successors and permitted assigns against 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 that they may incur or suffer by reason of the existence, uncovering or unveiling, or any release of any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment at your home that was not brought to your home by us, an Installer, or our or their employees, officers, directors, agents, successors, contractors, members, and assigns.
- (c) To the fullest extent permitted by law, we shall indemnify, defend, protect, save and hold harmless you and your permitted assigns against any actual loss that you may hereafter suffer by reason of (i) a mechanics lien being filed by the Installer or any other technician, consultant or contractor retained by us in connection with the System, (ii) any payment or other claim by the Installer or any other technician, consultant or contractor retained by us in connection with the System, and (iii) any damage caused to your property by the Installer or any other technician, consultant or contractor retained by us in connection with the System. Our liability under this Section 8(c) shall in no case exceed the amount of the claim, but may be less if the lien can be settled for less, or your loss is less. You will keep us notified (to Notice Address) of all legal papers, notices or other papers served on you by Installer, and in no event shall you make any settlement, payment or accommodation with Installer in connection with the System, or otherwise this indemnity to you shall be null and void. To the extent permitted by applicable law, we will conduct the defense at our expense at all times of the mechanics' lien against



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the Installer.

Section 9. CONDITIONS REQUIRED PRIOR TO INSTALLATION. We will have no obligation to lease and arrange the installation of the System, unless we have arranged for the Installer to have:

- (a) completed a site audit (a thorough physical inspection of the home), and real estate due diligence confirming, to Installer's satisfaction, the suitability of the home for the construction, installation and operation of the System;
- (b) confirmed, to Installer's satisfaction, the availability of rebate, tax credit and renewable energy credit payments in the amount used to calculate the Lease Payment amounts set forth in this Lease;
- (c) confirmed, to Installer's satisfaction, that all applicable benefits referred to in Section 12 will be obtained by us;
- (d) received all of the necessary zoning, land use and building permits;
- (e) received approval of this Lease by SunEdison's financing party.

This Lease does not include an obligation by us to arrange to: remove or dispose of any hazardous substances that currently exist at your home, improve the construction of the roof of your home to support the System, remove or replace existing rot, rust or insect-infested structures, provide structural framing for any part of your home; pay for or correct construction errors, omissions or deficiencies by you or your contractors, pay for, remove or remediate mold, fungus, mildew or organic pathogens, upgrade your existing electrical service, install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation, pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System, pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required), paint electrical boxes or conduit at your home; or move items unassociated with the System around your home. If any such excluded work must be performed in order to properly complete the installation of the System, you agree to contract separately with a licensed contractor, at your expense, to perform such obligation.

Section 10. TERMINATION PRIOR TO INSTALLATION.

- (a) **Termination by Homeowner.** You may not terminate or cancel this Lease, except as specifically provided in this Lease, or as provided by law (see the three business day notice adjacent to your signature). If you terminate this Lease without cause, then in addition to all other remedies we may have, we will be entitled to a cancellation fee from you of \$1,000, which shall be due and payable five (5) days after you give us your notice of cancellation (to the Notice Address). This cancellation fee does not apply if you cancel within the three business day period after you sign this Lease, or as otherwise provided by law.

Homeowners' Initials: 	Homeowners' Initials:	Homeowners' Initials:
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- (b) **Termination for Failure of Conditions.** We may, in our sole discretion, terminate this Lease without liability if any of the conditions contained in Section 9 will not be satisfied despite our commercially reasonable efforts to arrange for such satisfaction. As an alternative, we may, in our sole discretion, propose that you modify the Offer.
- (c) **Changes to Estimated Production or Cost.** Each party has the right to terminate this Lease, without penalty or fee, if Installer determines after the site assessment of your home that we have (i) overestimated by more than three (3) percent, the System's total cost, (ii) underestimated by more than eight (8) percent, the System's total cost, (iii) overestimated the System's energy production by more than three (3) percent, or (iv) underestimated the System's energy production by more than ten (10) percent. Such termination right will expire at the earlier of one (1) week prior to your scheduled System installation commencement date or one (1) month after we inform you in writing of the revised size, cost or production estimate. Any changes to the System will be documented in an amendment to this Lease, should the parties agree to so amend this Lease.
- (d) **Termination after Force Majeure Event.** You agree and acknowledge that should we fail to arrange for the construction of the System, or otherwise fail to perform our obligations under this Lease, due to reasons attributable to you or to a Force Majeure Event (as defined below), you will cooperate with us in mitigating such failure and we will not be liable for such failure. If such failure is caused by you, such failure shall be a Default. If such failure is due to a Force Majeure Event, each party shall have the right to terminate this Lease after a period of ninety (90) days from the occurrence of such Force Majeure Event; provided such failure is continuing as of the end of such period.
- (e) **Force Majeure Event Defined.** A "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by our fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of



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electricity 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 electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by your utility 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); and failure of equipment not installed or used by us or not under our control. We shall notify you in writing within fourteen (14) days of the occurrence of a Force Majeure Event and such notice shall describe the Force Majeure Event and its estimated duration.

Section 11. TRANSFER. Except as specifically provided in Section 16 of this Lease, you will not sell, assign or transfer your rights or obligations under this Lease. We may assign, sell or transfer this Lease, or any part of this Lease or the exhibits, without notice and without your consent.

Section 12. OWNERSHIP OF THE SYSTEM. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. You agree that the System is our personal property under applicable laws, however, as long as you are not in Default, you own the electricity generated by the System during the term of the Lease. At all times during the term of this Lease you will keep the System free and clear of all liens, claims, levies and legal processes not created by us or Installer, and shall at your expense protect (including through payment or discharge of record) and defend us against the same.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS ("SRECs"), GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE WILL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES FROM THE SYSTEM. THIS MAY INCLUDE FILING APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND PASSING THESE TAX CREDITS, REBATES OR BENEFITS TO US.

By placing your initials immediately below, you also acknowledge and agree that any information and amounts provided by us regarding tax credits and benefits are for explanatory purposes only and should not be considered as tax or legal advice. You should consult with and rely on the advice of your tax or legal advisors, as the tax credits and benefits available to you will vary depending on your particular situation.

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You acknowledge and agree that we or the Installer will record a "Notice of an Independent Solar Energy Producer Contract" with the county recorder's office, pursuant to California Public Utilities Code § 2869, if the System is installed on a home located in California. You acknowledge and agree that if the System is installed at a home in states other than California, we may make any regulatory or governmental filing that is consistent with this Lease and required or permitted by law. You agree to cooperate with us by providing information regarding title to your home so that we may exercise the rights referred to in this paragraph.

Section 13. ENVIRONMENTAL ATTRIBUTES; RIGHTS IN DATA.

- (a) For the purposes of this Lease, "Environmental Attributes" shall mean any renewable energy credits under any state renewable portfolio standard or federal renewable energy standard, pollution allowances, carbon credits and similar environmental allowances or credits and green tag or other reporting rights under Section 1605(b) of The Energy Policy Act of 1992 and any federal, state, or local law, regulation or bill, and subsidies, grants, utility rebates, or similar benefits or incentives, including any federal or state tax credits, cash grants, production tax credits or other federal, state or local tax benefits.
- (b) You grant to us all rights to the data that is generated from the System during the term of the Lease (such as data gathered from the monitoring of the System which we will perform in accordance with customary residential solar practices), and any extension of the term ("Data Rights"). If you acquire ownership of the System as a result of a waiver, pursuant to Section 27, our Data Rights continue.
- (c) You agree that we own, or any of our successors or permitted assignees, own the System and that we (or such successor or permitted assignee) shall be the sole beneficiary of any Environmental Attributes and tax depreciation due to the owner of the System. You hereby



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sell, assign, transfer and convey and agree to assign, sell, transfer and convey your entire interest, if any, in any Environmental Attributes associated with the System to us. If you fail to take any additional steps necessary to effect such assignment, then you agree to pay us a one-time payment equal to the value of the lost Environmental Attribute prior to the installation of the System. You agree to perform all actions required for us to collect the amounts associated with, or benefit from, such Environmental Attributes on our behalf. We shall have the sole economic benefit of any Environmental Attributes and depreciation in connection with the System, whether now or hereafter existing. You also agree that we alone will receive any Environmental Attribute or associated payment or other payment or offset that may be attributable to the System. All future Environmental Attributes arising from the System shall be the sole property of ours and solely transferable by us.

Section 14. EARLY PURCHASE OPTION. If you are not in Default under this Lease, you have the one-time option to purchase the System on the sixth anniversary of the Interconnection Date (the "Early Purchase Option"), provided that you:

- (a) deliver to us an irrevocable written notice at least one (1) month (to Notice Address), but not more than three (3) months, before the sixth anniversary of the Interconnection Date;
- (b) pay us the Lease Payment, if any, due on or before the sixth anniversary of the Interconnection Date;
- (c) pay us any accrued and unpaid Lease Payments, penalties, late charges, and taxes; and
- (d) pay us the greater of (i) the Fair Market Value (defined in Section 15) and (ii) the "Termination Value" shown in the Schedule of Payments and Termination Values contained on the Cover Pages, which corresponds to the twelve (12)-month period which includes the month in which the Early Purchase Option is exercised.

Section 15. FAIR MARKET VALUE DEFINED. For the purposes of this Lease, the "Fair Market Value" will be determined by a readily available independent source such as an industry guide (such as may be found at solarbuzz.com or similar services) listing retail prices of used photovoltaic systems installed in your utility district that are the same as (or substantially similar to) the System, or if none, by use of an appraisal prepared by an independent appraiser obtained by us. The Fair Market Value will be the value of the System in place and determined by assuming that the System will be in the condition in which it is required to be maintained and returned under this Agreement and the costs of removal from the current location should not be subtracted from the Fair Market Value. The appraisal for purposes of this Section 15 will be conducted, if at all, at your sole cost; provided that should such costs exceed three hundred dollars (\$300), we will pay such additional amounts over three hundred dollars (\$300). In addition to the foregoing, you agree that you will pay all applicable sales taxes, use tax or other governmental charges (including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties) relating to the purchase and sale of the System.

Section 16. SELLING YOUR HOME.

(a) **Options.** If you (or your estate or heirs if you are deceased) sell your home before the end of the Lease Term, you must choose one of the following options:

- (i) **Transfer to New Buyer.** Transfer all your rights and obligations under this Lease (including the obligation to make the Lease Payments) to such buyer; provided that the person buying your home (A) meets our then-current credit requirements and (B) such person enters into a transfer agreement with you and us, assuming all of your rights and obligations under this Lease, and (C) you meet the additional requirements of Section 16(b) below. Such transfer agreement will be prepared by us.
- (ii) **Purchase the System.** If you sell your home, you may elect to purchase the System (the "Purchase to Sell Option", and together with the Early Purchase Option and the End Purchase Option, the "Purchase Options") by paying us the greater of (A) the Fair Market Value of the System and (B) the "Termination Value" shown in the Schedule of Payments and Termination Values contained in the Cover Pages which corresponds to the twelve (12) -month period which includes the month in which the Purchase to Sell Option is exercised, plus all amounts accrued and unpaid under this Lease including, without limitation, all accrued and unpaid Lease Payments, penalties, late charges, if any, and taxes, plus any applicable sales taxes, use tax or governmental charges (including any amounts that may be imposed, or required to be collected by us, with respect to the recapture or forfeiture of any government incentives, including any related government penalties) related to the purchase and sale of the System. The appraisal for purposes of this Section 16(a)(ii) will be conducted, if at all, at your sole cost; provided that should such cost exceed three hundred dollars (\$300), we will pay such additional amounts over three hundred dollars (\$300). You are required to give us at least two (2) weeks' prior written notice (to Notice Address) of your intention to exercise the Purchase to Sell Option. If this Purchase to Sell Option is selected and fully performed in accordance with this Lease, none of you, us, nor the new owner of the home will have any further obligations under this Lease (other than those which, by their terms, expressly survive termination of this Lease).

(b) **Transfer Agreement; Fees.** You agree to give us at least one (1) month but not more than three (3) months' prior written notice (to No-



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tice Address) if you want someone to assume your Lease rights and obligations as described in Section 16(a)(i) above. We have the right to charge you a transfer review fee of two hundred fifty dollars (\$250) for each such transfer request. You will remain liable for performance and payments under this Lease until we have executed the transfer agreement. We will release you from your obligations under this Lease in writing once we have received a transfer agreement in form and substance acceptable to us, signed by you and by each person approved by us to assume your Lease under Section 16(a)(i) above.

- (c) **Default for Non-Compliance.** If you sell your home and do not comply with this Section 16, you will be in Default under this Lease.
- (d) **No Other Transfer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, YOU WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE, ENCUMBER OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE. ANY ATTEMPT BY YOU TO SUBLEASE, ASSIGN, SELL, PLEDGE, ENCUMBER OR OTHERWISE TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE, OTHER THAN AS SPECIFICALLY PERMITTED BY THIS LEASE, SHALL BE VOID AND INEFFECTIVE.
- (e) **Our Obligations Subsequent to a Purchase.** Subsequent to a purchase of the System by you, we will no longer have any obligations under this Lease, other than the obligations which explicitly by the terms of this Lease survive this Lease.

Section 17. END OF LEASE OPTIONS. If you are not in Default at the end of the Lease Term, you will have the following options:

- (a) **Purchase the System.** You have the option to purchase the System (the "End Purchase Option") on the twenty year anniversary of the Lease Term Start Date (the "Termination Date"), provided that you (i) deliver to us an irrevocable written notice (to Notice Address) at least one (1) month, but not more than three (3) months, before the Termination Date, (ii) pay to us the Lease Payment, if any, due on or before the Termination Date, (iii) pay to us all accrued and unpaid Lease Payments, penalties, late charges, and taxes, and (iv) pay to us the Fair Market Value of the System, as determined under Section 15. However, any appraisal will be at our sole cost. In addition to the foregoing, you agree that you will pay all applicable sales taxes, use taxes, or other applicable governmental charges (including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties) relating to the purchase and sale of the System.
- (b) **Return the System.** If you do not want to purchase the System pursuant to this Section 17, we shall arrange for the System to be removed from your home within ninety (90) days of the Termination Date at no cost to you. We will arrange for removal of the posts and waterproof the post area. We warrant the waterproofing for one (1) year after we remove the System. Color matching of the patched roof area may be done with material you provide to us. You agree to reasonably cooperate with Installer in removing the System, including providing necessary space, access and storage and we will cause Installer to reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

Section 18. DEFAULT. You will be in default ("Default") under this Lease if any of the following occur:

- (a) We do not receive a Lease Payment or any other payment under this Lease when due and payable and such failure continues for ten (10) days from the date on which you have received notice from us of such failure;
- (b) You fail to comply with Section 16 regarding selling your home;
- (c) You default on any obligation secured by your home;
- (d) You fail to comply with any other material term or condition of this Lease and such failure continues for fifteen (15) days from the date on which you have received notice from us of such failure;
- (e) You have provided us at any time with false, misleading or incomplete information in connection with this Lease or your application for this Lease; or
- (f) You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), or are otherwise adjudicated bankrupt or insolvent, or the occurrence of any similar event.

Section 19. REMEDIES FOR DEFAULT.

- (a) **Homeowner Default.** If you are in Default under this Lease, we may exercise any one (or some or all) of the following remedies, in any combination and order:
 - (i) Terminate this Lease;
 - (ii) Take any court actions or actions at law or in equity to enforce performance by you of the terms and conditions of this Lease and/or recover damages for your Default;
 - (iii) Take any action we deem reasonable to cure or mitigate your Default;



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- (iv) Require you, at your own expense, to return the System;
 - (v) Arrange for repossession of the System by legal process or self-help in any manner permitted by applicable law;
 - (vi) Terminate any or all of your Purchase Options;
 - (vii) *Termination Amount.* Require you to pay the "Termination Amount", which is an amount equal to the sum of (A) all amounts accrued and unpaid under this Lease including, without limitation, all accrued and unpaid Lease Payments, penalties, applicable governmental charges (including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties) due to such Default, late charges, and taxes (unless exempt), plus (B) the Termination Value from the Schedule of Payments and Termination Values contained in the Cover Pages which corresponds to the twelve (12) -month period which includes the month in which you are initially notified to pay the Termination Value, plus (C) any applicable sales or use taxes relating to items (A) and (B). However, we will apply towards this Termination Amount any amount we actually receive (if applicable) for selling the System at whole-sale (net of our costs of repossessing the System, if applicable, preparing the System for sale, advertising and conducting the sale, and our other sale-related costs and expenses) if the System has been returned to or repossessed by us under (iv) or (v) above;
 - (viii) Sell the electricity generated by the System to a third party, to the extent permitted by law;
 - (ix) Engage a third-party collections agency that may report your delinquency to credit reporting agencies;
 - (x) Take any other action or pursue any other remedy available to us under this Lease or by law; and
 - (xi) Recover from you the expenses of taking any or all of the foregoing actions.
- (b) By taking any one or more of these actions (or by not taking any one or more of these actions), we do not forgo the right to take any of the other above actions in connection with the then-existing Default or any future Default. Additionally, we may take any of the above actions without providing notice to you, unless applicable law or the terms of this Lease require us to provide such notice.
- (c) You agree that you will reimburse us for any reasonable costs and expenses paid by us to cure or mitigate your Default and for any amounts expended by us relating to the return of the System in connection with an early termination or Default. Any such amounts, costs or expenses may include reimbursement for our actual and reasonable attorneys' fees and costs. Any amounts, costs or expenses paid by us will be immediately due upon being invoiced and will be added to the amount owed by you under this Lease.
- (d) Upon termination or expiration of this Lease, any licenses granted to you hereunder shall be immediately and automatically revoked without any further action by SunEdison and you shall have no further right to use the Software.
- (e) Subject to Section 19(d), upon your Default, if we exercise our remedy to require you to pay the Termination Amount pursuant to Section 19(a)(vii) above, upon such payment we will convey the System to you, without warranty of title on an AS IS, WHERE IS basis, and you agree to accept the System, except that we will continue to retain all Environmental Attributes, and continue to have Data Rights, as provided in Section 13.

Section 20. LOSS OR DAMAGE.

- (a) **Risk of Loss.** Unless you are negligent, willfully negligent, or you intentionally damage the System, we will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including the obligation to make any payments due under this Lease. You will also cooperate with us or our assignee to have the System repaired.
- (b) **No Consequential Damages.** OUR LIABILITY TO YOU UNDER THE LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (c) **Limitation of Duration of Implied Warranties.** 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 LEASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (d) **Additional Limit of Liability.** Notwithstanding any other provision of the Lease to the contrary, our total liability for payments to you arising out of or relating to the Performance Guarantee shall in no event exceed the following:
 - (i) For System failure or replacement: the sum of the Lease payments actually received by us (and/or by any subsequent holder or assignee of the Lease) as of the date of such System failure or occurrence necessitating replacement; or
 - (ii) For damages to your belongings or property: two million dollars (\$2,000,000) provided further that any such damages are



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caused solely by us, or an Installer.

Section 21. ARBITRATION. You (and your estate or heirs if you are deceased), or any person approved by us to assume your Lease under Section 16 and we agree that any dispute, controversy, claim or disagreement between or among you and any of them arising out of, concerning or relating to this Lease or the System (collectively sometimes referred to as "disputes" in this Section 21) shall be settled by arbitration administered by the American Arbitration Association applying the "Commercial Arbitration Rules and Mediation Procedures" (consumer supplemental rules shall apply) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators shall be, to the fullest extent available, either retired judges or selected from a panel of persons trained and expert in the subject area of the asserted claims. If the claim seeks damages of less than two hundred fifty thousand dollars (\$250,000), it shall be decided by one arbitrator, appointed in accordance with the American Arbitration Association's "Commercial Arbitration Rules and Mediation Procedures" (consumer supplemental rules shall apply). In all other cases, each party shall select one (1) arbitrator, who shall jointly select the third arbitrator. If for any reason a third arbitrator is not selected within one month after the claim is first made, the third arbitrator shall be selected in accordance with the rules of the American Arbitration Association. An award may be entered against a party who fails to appear at a duly noticed hearing. The decision of the arbitrators may be entered and enforced as a final judgment in any court of competent jurisdiction.

- (a) **Place of Arbitration.** The place of arbitration shall be the county in which the System is installed.
- (b) **No Consolidation, etc.** It is the intent of both parties that you will only apply for dispute resolution under this Section 21 in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, or in a private attorney general capacity. Accordingly, the arbitrator or arbitrators are not empowered to consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- (c) **Findings and Reasons Required.** The arbitrators shall prepare in writing and provide to the parties, a short-form award including factual findings and the reasons on which their decision is based.
- (d) **No Power to Commit Errors.** The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award is subject to review for legal error, confirmation, correction, or vacatur in a state court of competent jurisdiction.
- (e) **Provisional Remedies.** This Section 21 shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- (f) **Confidentiality.** The parties shall maintain the confidential nature of the arbitration proceeding and the arbitration short-form award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.
- (g) **Punitive or Exemplary Damages.** In any arbitration arising out of or related to this Lease, the arbitrators are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. This Section shall survive the termination or expiration of this Lease.
- (h) **Fees.** The parties shall share equally the arbitrator's fees and other costs of the arbitration unless the arbitrator finds good cause to otherwise allocate such fees and costs.

ACKNOWLEDGEMENT. By initialing below, the you acknowledge that they have read and understand the foregoing Section 21.

I AGREE TO THE SUBMITTAL OF ANY DISPUTES TO AN ARBITRATOR OR ARBITRATORS AS SET FORTH ABOVE:

Homeowners' Initials:	Homeowners' Initials:	Homeowners' Initials:
RB		

Section 22. NOTICES. Whenever any party shall desire to give or serve any notice, demand, request, approval or any other communication, such communication shall be in writing and shall be delivered personally, by messenger, by certified or registered mail, by overnight courier upon written verification of receipt, or by email with the physical copy of such notification to be sent in a manner otherwise in compliance with this Section 22 within two (2) business days: in the case of a notice to us, addressed to the Notice Address, and in the case of a notice to you, to the "Homeowner Contact Information" each as set forth on page 4 (four) of this document, which addresses may be modified as appropriate with prior notice to the other party in writing. Documents delivered pursuant to this Lease, by any means allowed, shall be deemed an original. Service of such communication shall be deemed made on the date of receipt.



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Section 23. MODIFICATION. No addition to or modification of this Lease shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced.

Section 24. INTERPRETATION. Unless otherwise indicated, all Section references are to the sections and subsections of this Lease and all references to days are to calendar days. Whenever, under the terms of this Lease the time for performance of a covenant or condition falls upon a day that is not a business day, the time for performance shall be extended to the next business day. The headings used in this Lease are provided for convenience only and this Lease shall be interpreted without reference to any headings. The date of this Lease is for reference purposes only and is not necessarily the date on which it was entered into. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed Lease by electronic or facsimile transmission will constitute effective and binding execution and delivery of this Lease. Any reference to any statute, regulation, or law will include all amendments, modifications, or replacements of the specific Sections and provisions concerned. The language in all parts of this Lease shall be construed as a whole in accordance with its fair meaning, and shall not be construed against any party solely by virtue of the fact that such party or its counsel was primarily responsible for its preparation. The words "herein," "thereof," or "hereof" refer to this Lease as a whole and not to any particular Section or subsection. A reference to a party includes its successors and assigns.

Section 25. INTEGRATION. The terms of this Lease are intended by the parties as the exclusive, complete and final expression of their Lease with respect to such terms and may not be contradicted by evidence of any prior or contemporaneous Lease. This Lease specifically supersedes any prior written or oral Leases between the parties with respect to the subject matter of this Lease.

Section 26. INVALIDITY OF PROVISIONS. If any provision of this Lease as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction or the arbitrator (or arbitrators, as applicable) to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Lease, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Lease as a whole. The parties further agree to replace any such void or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purposes of the void or unenforceable portion.

Section 27. WAIVERS. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party. The waiver by a party of a breach or failure of condition of any provision of this Lease by the other party shall not operate or be construed as a waiver of any other or subsequent breach or failure of condition.

Section 28. FURTHER DOCUMENTS. You agree to execute and deliver all documents and instruments consistent herewith as the other may from time to time reasonably require, and will take such action as we or our successors and assigns may from time to time reasonably request, for the purpose of confirming, evidencing, establishing, maintaining, protecting, enforcing, defending or further assuring our title to the rights granted or intended to be granted hereunder or are reasonably necessary and desirable to carry out the terms and intent of this Lease.

Section 29. ENGLISH LANGUAGE. This Lease shall be controlled by the English language. No version of this Lease in any language other than English shall be binding upon the parties. All correspondence, notices and documentation, including without limitation, documentation regarding any dispute regarding this Lease, shall be in the English language.

Section 30. ADDITIONAL ENERGY. If you require more electricity than the System generates, we are not responsible for your procurement of such electricity. You may procure such electricity at your own expense.

Section 31. NO PARTNERSHIP. Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto, or constitute either party an agent of the other, the relationship of the parties being that of a lessee and lessor. Neither party shall hold itself out contrary to the terms of this Section and neither party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

Section 32. NO THIRD-PARTY BENEFICIARIES. Nothing in this Lease, express or implied, is intended to confer any rights or remedies under or by reason of this Lease on any person other than the parties to it and their respective successors and permitted assigns, nor is anything in this Lease intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Lease.

Section 33. GOVERNING LAW. This Lease shall be governed by the laws of the state in which the home is located, without regard to its conflict of law provisions, however for purposes of Section 21 hereunder, federal law, including the Federal Arbitration Act applies and shall prevail in the event of any conflict with state laws regarding arbitration issues.



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SOLAR ENERGY EQUIPMENT SYSTEM LEASE DISCLOSURE (CALIFORNIA)

This Solar Energy Equipment Lease Disclosure (this "Disclosure") is given to you by Team-Solar, Inc. ("SunEdison") under Section 2869(a)(1) of the California Public Utilities Code.

General. You have entered into a Lease for photovoltaic solar energy equipment with SunEdison, by which SunEdison (or its successor in interest) will lease to you solar energy equipment described more particularly in the Lease as the "System". This document gives the required disclosures and may answer some important questions you may have regarding the System.

The Cover Pages to the Lease set forth certain information, which is referred to in this Disclosure. Please refer to the Cover Pages for the information particular to your Lease. The Lease and Cover Pages are incorporated by reference into this Disclosure.

THE ANSWERS TO THESE QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE LEASE OR THE SYSTEM. PLEASE READ THE TERMS OF THE LEASE CAREFULLY, AS THE TERMS OF THE LEASE, INCLUDING THE COVER PAGES, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH SUNEDISON AND ITS ASSIGNEES. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE LEASE, THE TERMS OF THE LEASE ARE CONTROLLING.

1. How much energy will the System generate?

The Cover Pages show the amount of electricity (in kilowatt-hours) that SunEdison estimates the System will generate over each of the years of the Lease Term. The System will generate less energy as the components age. It is estimated that this energy output will be reduced by about three and one-half (3 ½) percent after the first year and seven-tenths (7/10) percent per year thereafter.

2. How does Lease pricing work?

Generally, the Lease requires you to make monthly payments that escalate every year. There may be a down payment, which is a "capitalized cost reduction", or a reduction in the dollar amount of the Lease payments that would otherwise be required during the Lease Term. The down payment is shown on the Cover Pages, and is due on the date you sign the Lease. Please note that the Lease may be assigned by SunEdison after you sign it.

The Lease payments and the estimated applicable sales or use taxes are shown in the *Schedule of Payments and Termination Values* (the "Schedule") contained in the Cover Pages. The sales or use taxes are payable in addition to the Lease Payments. Your Lease Payments are due on the first of every month.

In addition to the down payment and the payments by month, the Schedule also shows the monthly Lease Payment during the first year of the Lease, the estimated monthly sales/use tax payment during first year of the Lease, the total Lease payments paid by end of the Lease, and the estimated total sales/use tax paid by end of the Lease.

The estimated price per kilowatt-hour for the first year and for the entire Lease Term are shown on the Cover Pages.

3. How will the System be maintained and operated?

If maintenance or operation services are required, we will arrange for an Installer to perform all maintenance and operation of the System, or a Contractor (as defined in the Lease) may be used at our expense with our prior written approval. If the Performance Guarantee indicates that SunEdison is obligated to arrange for an item of maintenance or operation to be performed, it will be at SunEdison's cost. If the Performance Guarantee and Limited Warranty does not require SunEdison to arrange for the performance of an item of maintenance or operation, you must cause it to be performed at your sole cost and expense. Because the System is on your property you must ensure the System is protected against destruction, damage or theft of your property, unless the Lessor or a person it authorized directly caused such destruction, damage or theft.

4. What if I sell my home?

If you sell your home you have two options:

- (a) you can assign the Lease to the new homeowner, but you can only elect this option if the new homeowner meets SunEdison's then current credit requirements. If this option is selected and the new homeowner qualifies, the new homeowner will need to sign a transfer agreement (and such transfer agreement shall be prepared by SunEdison); or



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(b) you can purchase the System by paying the greater of either:

- (i) the Fair Market Value of the System as determined by a readily available independent source such as an industry guide (such as may be found at solarbuzz.com or similar services) listing retail prices of used photovoltaic systems installed in your utility district that are the same as (or substantially similar to) the System, or if none, at SunEdison's reasonable discretion, an appraisal prepared by an independent appraiser obtained by SunEdison (the first three hundred dollars (\$300) of the appraiser's fees of which you will be responsible for); or
- (ii) the Termination Value shown in the row of the Schedule which corresponds to the twelve (12)-month period which includes the month in which such purchase option is exercised, plus all amounts accrued and unpaid under the Lease including, without limitation, all accrued and unpaid Lease Payments, penalties, late charges, if any, and taxes, plus any applicable sales taxes or governmental charges (including any amounts that may be imposed on, or required to be collected by, SunEdison with respect to the recapture or forfeiture of any government incentives, including any related government penalties) related to the purchase.

In each of the above cases, your remaining obligations under the Lease will cease.

If you sell your home and do not elect one of the above options then you will be in default ("Default," as defined in the Lease) and SunEdison will be entitled to do any or all of the following:

- terminate the Lease;
- take court action against you to compel you to perform your obligations and/or collect damages;
- take action to cure or mitigate your Default;
- require you to return the System;
- arrange for repossession of the System by legal process or self help as permitted by law;
- terminate your purchase options on the System;
- Take any other action or pursue any other remedy available under this Lease or by law;
- Require you to pay the "Termination Amount", which is an amount equal to the sum of (A) all amounts accrued and unpaid under this Lease including, without limitation, all accrued and unpaid Lease Payments, penalties, applicable governmental charges (including any amounts that may be imposed on, or required to be collected by, us with respect to the recapture or forfeiture of any government incentives, including any related government penalties) due to such Default, late charges, and taxes (unless exempt), plus (B) the Termination Value from the Schedule of Payments and Termination Values contained in the Cover Pages which corresponds to the twelve (12)-month period which includes the month in which you are initially notified to pay the Termination Value, plus (C) any applicable sales or use taxes relating to items (A) and (B). However, we will apply towards this Termination Amount any amount we actually receive (if applicable) for selling the System at wholesale (net of our costs of repossessing the System, if applicable, preparing the System for sale, advertising and conducting the sale, and our other sale-related costs and expenses) if the System has been returned to or repossessed by us in compliance with the Lease;
- sell the electricity generated by the System to a third party;
- engage a third-party collections agency that may report your delinquency to credit reporting agencies;
- take any other action or pursue any other remedy available under the Lease or by law; and
- recover from you the expenses of taking any of the foregoing actions.

5. What happens at the end of the Lease?

At the end of the Lease Term there are two possibilities:

- (a) If you are not in Default under the Lease you can exercise your right to buy the System for the Fair Market Value (the fair market value of the System as determined by a readily available independent source such as an industry guide listing retail prices of used photovoltaic systems installed in your utility district that are the same as (or substantially similar to) the System, or if there is not one, an appraisal prepared by an independent appraiser obtained by SunEdison) of the System and any amounts owing under the Lease; or
- (b) If you haven't bought the System, SunEdison will remove the System within ninety (90) days from the end of the Lease. If you are in Default at the end of the Lease you must pay the reasonable removal costs and expenses.



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NOTICE OF CANCELLATION¹

Date: March 14, 2015

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 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 Team-Solar, Inc., at 600 Clipper Drive, Belmont, California 94002, not later than midnight of 04/13/15.

I hereby cancel this transaction.

Homeowner(s):

Signature

Date

Printed Name

¹ This notice is given if this Lease is entered into in California. In this notice, Team-Solar, Inc. is the "seller." In the last sentence, Homeowner(s) is referred to as "I." The law requires this notice to be provided in duplicate, so the next page is an exact copy of this page. Not all Homeowners are required to sign this cancellation notice. Signature by only one Homeowner is sufficient to cancel.



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NOTICE OF CANCELLATION

Date: March 14, 2015

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 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 Team-Solar, Inc., at 600 Clipper Drive, Belmont, California 94002, not later than midnight of 04/13/15.

I hereby cancel this transaction.

Homeowner(s):

Signature

Date

Printed Name



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Automatic Debit Authorization (ACH Debits)

Direct payment via ACH is the transfer of funds from a consumer account for the purpose of making payment,

I authorize Team-Solar, Inc. and its successors and permitted assigns ("SunEdison") to electronically debit my account (and, if necessary, electronically credit my account to correct erroneous debits) as follows:

Checking Account / Savings Account (select one) at the depository financial institution named below ("Bank"). I agree that ACH transactions I authorize comply with all applicable law.

Homeowner Name (must also be the account holder): Ronald Burner

Bank Name:

Routing Number:

Account Number:

Dollar amount debited: As indicated on invoice provided at least ten (10) calendar days prior to actual debit.

I understand that this authorization will remain in full force and effect until SunEdison has received at least ten (10) calendar days' prior written notification from me that I wish to revoke this authorization. Your enrollment in ACH Debits will also terminate in accordance with the Lease, or until SunEdison has terminated the Lease in accordance with the terms thereof. I understand that SunEdison will notify me of any changes in the dollar amount debited from my account by providing the applicable monthly invoice.

Name (*please print*): Ronald Burner

Date: March 14, 2015

Homeowner (and account holder) signature

DocuSigned by:
Ronald Burner
429BDBE6AEB84A5...