

Residential Solar Power Agreement - Homeowner Documentation

Instructions for Consumer Confirmation Call

(1 Page)

Page 1: **Confirmation Call must be successfully completed before CPF can issue Consumer Acceptance.**
We recommend you place the call at point of sale, after the Consumer Agreement has been signed.

Solar Power Agreement

(10 Pages)

Pages 1-7: **Solar Power Agreement**
Homeowner(s) signs page 1.

Page 8: **Exhibit A: Guaranteed Power Production**
No signature required

Pages 9-10: **Exhibit B: Notice of Cancellation (ONLY SIGN IF CANCELLING)**
There are two copies of this Notice of Cancellation form. If the Homeowner(s) wants to exercise their ten day right to cancel, they should sign the first copy and send it back to Kilowatt Systems, LLC. The Homeowner(s) keeps the other copy

Solar Installation Agreement

(4 Pages)

Pages 1-2: **Installation Agreement**
Homeowner(s) signs page 2.

Pages 3-4: **Exhibit A: Notice of Cancellation (ONLY SIGN IF CANCELLING)**
There are two copies of this Notice of Cancellation form. If the Homeowner(s) wants to exercise their three day right to cancel, they should sign the first copy and send it back to the Installer. The Homeowner(s) keeps the other copy.

Consumer Disclosure Notice

(1 Page)

Page 1: **Consumer Disclosure Notice**
Homeowner(s) must read and sign this form.

Internet Acknowledgment Form

(1 Page)

Page 1: **Internet Acknowledgment Form (OPTIONAL)**
If a non-cellular RGM will be installed, the homeowner(s) signs this form.

Payment Forms

(1 Page)

Page 1: **Remittance Form for Install Payment by Check (Send to Lockbox Address)**
This remittance form and the check for the install payment must be sent by mail to Kilowatt Systems, LLC, PO BOX 844515, LOS ANGELES, CA 90084-4515. The install payment for a prepaid solar power agreement cannot be made by credit card.

Collect from the homeowner:

- Voided check for online payment activation
- (1) Last 12 months of electricity usage (collect from customer's online account) or (2) One electricity bill from within the past 3 billing periods.

Submit all to your Operations department

Clean Power Finance
201 Mission St. Fl 11
San Francisco CA 94105

RECEIVED & READ

SIGNATURE

DATE

SIGNATURE

DATE

Instructions for the Consumer Confirmation Call

We recommend you place the call to CPF at the point of sale, after the Consumer Agreement has been signed.

Confirmation Call Reference Number:

Business Hours and Contact Information

- Phone number: (866) 411-2578
- 7:00 am – 9:00 pm (PST) Weekdays
- 8:00 am – 5:00 pm (PST) Saturday & Sunday

When you call please be prepared to share the following information with the CPF Agent:

- Your Name and Company Name
- Consumer Name and Property address of system installation
- Confirmation Call Reference #
- Time stamp on Consumer Agreement
- Product Type (Monthly PPA or Lease or Prepaid)

Once you have provided the above information, please hand the phone to the consumer to complete the confirmation call. The CPF Agent will ask the following questions to verify consumer understanding of standard agreement terms:

- *Were you given a complete copy of both your Consumer Agreement and Notice of Cancellation and have you been given adequate time to review each of them?*
- *Will you please turn to the beginning of your Consumer Agreement and tell me whether the title reads “Solar Power Agreement,” “Solar Lease Agreement” or “Prepaid Solar Power Agreement”?*
 - *[If Solar Power Agreement or Solar Lease Agreement] What is the length of the initial term of your Consumer Agreement?*
 - *[If Solar Power Agreement]: What is your year 1 power price?*
 - *[If Solar Power Agreement]: What is your annual power price increase?*
 - *[If Solar Lease Agreement]: What is your first Monthly Payment?*
 - *[If Prepaid Solar Power Agreement]: Do you understand you are prepaying for an initial term of 20 years?*
 - *[If Prepaid Solar Power Agreement]: What is your install payment due at the start of installation?*
 - *[For ALL] What is your upfront payment due at signing?*

[For ALL] The remaining questions can be answered with a yes or no response:

- *Is the address on your consumer agreement correct, and is it the address where the solar system will be installed?*
- *Are you on the title of the property where the solar system will be installed?*
- *Is this either your primary or secondary residence?*
- *Is the residence located within 300 yards of a golf course? [If “Yes”] Do you agree to sign a waiver that requires you to pay for any damage caused by a golf ball?*

[If title of Consumer Agreement is “Solar Power or Lease Agreement”]

- *Do you understand your obligation to fulfill all the contractually stated payment terms regardless of increases or decreases in the retail utility price and/or fees charged by your local utility?*

[If title of Consumer Agreement is “Solar Power Agreement”]

- *Do you understand that we will bill you for actual system production, which varies each month, and that the average monthly payment on your Agreement is an estimate?*

[If title of Consumer Agreement is “Prepaid Solar Power Agreement”]

- *Do you understand your obligation to fulfill all of your Agreement terms regardless of increases or decreases in the retail utility price and/or fees charged by your local utility?*

[For ALL]

- *Do you understand that you may need to purchase power from your local utility to augment the power produced by the solar system?*
- *Do you understand that the agreement contains a number of options if you want to sell your home during the term of the agreement?*
- *Has anyone made any promises to you that are not included in writing in the agreement?*
- *Lastly, do you understand that the owner of your solar system is only obligated to the terms and conditions stated in writing in the Consumer Agreement?*

At the end of the call, the consumer should hand the phone back to you. The CPF Agent will give you further instructions. If you have any questions, please call CPF Customer Support at (866) 525-2123 ext. 2.

Date of Issuance: July 30, 2015

Prepaid Solar Power Agreement – Part I

This Prepaid Solar Power Agreement (“**Agreement**”) is given to you by Kilowatt Systems, LLC (sometimes referred to as “**we**”, “**us**”, or “**our**”). Under the Agreement you agree to buy and we agree to sell all the electric energy produced by a solar panel system that we will own (the “**System**”), to be installed at your home (the “**Property**”) as described more fully in [Part II](#) of the Agreement. This [Part I](#) provides answers to some important questions you may have regarding the terms of the Agreement. The answers to the questions below in this [Part I](#) are not intended to answer all questions you may have about the Agreement, and only summarize certain terms of [Part II](#) of the Agreement. Please read the entire Agreement carefully, as the terms of [Part II](#) of the Agreement, and not this [Part I](#), will legally bind you and govern your relationship with us.

<u>Homeowner/Co-Owner (if any):</u>	<u>How much solar power are you buying and what will it cost?</u>	
Ernesto V Trujillo	Upfront Payment (due at signing)*:	\$0.00
	Install Payment (due at start of installation)*:	\$7,718.80
<u>Installation Location:</u>	First Year Annual Production Estimate**:	4,959 kilowatt hours (“kWh”)
3660 Larry Ct.	Guaranteed Power Production, 20-Year Initial Term**:	94,606 kWh
San Jose CA 95121	Average Power Price per kWh, 20-Year Initial Term*:	\$0.082
<u>Homeowner Contact Information:</u>	* plus applicable taxes	
(408) 972-2325	** subject to change as described in Part II, Section 3(b)	

<u>What services will we provide?</u>	<ul style="list-style-type: none"> • We will insure, monitor, maintain and repair the System at no cost to you. • We will guarantee the System will produce the Guaranteed Power Production listed above (which is subject to change) or reimburse you for the shortfall of Power produced (as described in Part II, Section 3 of the Agreement). • We will repair or pay you for certain damage to your roof caused during the installation of the System (as described in Part II, Section 17 of the Agreement). 	
<u>What happens if you want to sell your home?</u>	<p>You have two options if you sell your home (as described in Part II, Section 6 of the Agreement):</p> <ul style="list-style-type: none"> • Transfer this Agreement and the use of the System to the buyer; or • Purchase the System from us. 	
<u>Can you end the Agreement early?</u>	<ul style="list-style-type: none"> • The Initial Term of the Agreement is 20 years. You are agreeing to buy all power generated by the System through the Initial Term. • The only way to end the Agreement early is if you sell your home or if you purchase the System as described in Part II, Section 7 of the Agreement. 	
<u>What are your obligations under the Agreement?</u>	<ul style="list-style-type: none"> • Pay us the Upfront Payment as described above and the Install Payment described above and in Part II, Section 2 of the Agreement, and all applicable sales, use and other taxes, for the Power generated by the System through the Initial Term. • You should expect to purchase supplemental electricity from your local utility company from time to time. • Use the System primarily for personal, family or household purposes, but not to heat a swimming pool. • Make no modifications to the System or your Property that would impact the operation of the System. • Ensure that the System is not affected by shading of the sun from trees or other landscaping or from changes made to the Property. • Permit us reasonable access to inspect, repair, and maintain the System. • Provide us with continuous connectivity via broadband internet connection (if applicable). 	
<u>What happens at the end of the Initial Term?</u>	<ul style="list-style-type: none"> • You may purchase the System as described in Part II, Section 7 of the Agreement; or • You may ask us to remove the System at no cost to you, as described in Part II, Section 8(c) of the Agreement; or • The Agreement may automatically renew for up to five (5) one-year renewal terms as described in Part II, Section 8(a) of the Agreement. 	

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

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

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

Homeowner’s Name: Ernesto V Trujillo

Co-Owner’s Name (if any):

Signature: _____

Signature: _____

Date: _____

Date: _____

Prepaid Solar Power Agreement- Part II

1. General.

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

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

(c) Initial Term of Agreement. The term of this Agreement runs for twenty (20) “years” (240 full calendar months) plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period as the **Initial Term**. The Initial Term begins on the In-Service Date. If the In-Service Date is any day other than the 1st day of a calendar month, the resulting partial month is included along with the subsequent 12 full calendar months in the first year of the Initial Term. Each subsequent year of the Initial Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date. The Initial Term is subject to possible renewal for up to five (5) one-year renewal terms, as described in Section 8(a) below.

(d) Solar Provider estimates that the System will be capable of producing the First Year Annual Production Estimate listed on Page 1 (“**First Year Annual Production Estimate**”) during its first full year of operation but several factors may cause actual Power production to vary. Solar Provider guarantees that the System will produce the **Guaranteed Power Production** listed in **Exhibit A**. This initial estimate of Guaranteed Power Production is based on the Initial First Year Annual Production Estimate and is subject to change, as described in Section 3(b) below.

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

2. Purchase and Sale of Power.

(a) Upfront Payment. You agree to pay Solar Provider the Upfront Payment as shown on Page 1 (“**Upfront Payment**”) plus any applicable taxes (see Section 5(b) below). Such Upfront Payment is due on the date this Agreement is signed by you and returned to us.

(b) Install Payment. The Install Payment, as shown on Page 1 (“**Install Payment**”) is due at the start of installation of the System. You agree to pay

the Install Payment plus any applicable taxes (see Section 5(b) below) on the day installation commences. You agree that the Install Payment as shown on Page 1 may increase or decrease based upon changes to the System design arising from conditions that affect the installation of the System that were not known to Solar Provider (see Sections 9(a)(i) and (v)) on the Date of Issuance noted on Page 1 above. As a result, if the First Year Annual Production Estimate changes we will calculate a final Power production estimate (“**Final First Year Annual Production Estimate**”).

(c) Power Price. The Upfront Payment and Install Payment described above are payment for all of the Power the System produces during the Initial Term, and will not be prorated or partially refunded even if you do not use all of the Power and even if you cannot sell the extra electricity to the local utility.

The initial average power price per kWh (“**Average Power Price**”) for the Power produced by the System during the Initial Term is listed on Page 1, and is calculated as the total of the Upfront Payment plus the estimated Install Payment, divided by the estimated Guaranteed Power Production listed on Page 1 of this Agreement. The Install Payment and Guaranteed Power Production listed on Page 1 are each subject to change as described in Section 2(b) above and 3(b) below.

(d) Yearly Statements. During the Initial Term, Solar Provider will send you an annual statement at the end of each year of the Initial Term (see Section 1(c) above) specifying how much Power the System produced the previous year and has produced since the In-Service Date (See Section 1(b)).

(e) Address for Statements and Invoices. We will use the email or Installation Location shown on Page 1 of this Agreement for your Install Payment invoice, your Yearly Statements, and other invoices or notices we may send you from time to time, unless and until we receive written notice from you of a change to your billing address. We may send you invoices, Yearly Statements and other notices referred to above using e-mail or first class mail, at Solar Provider’s option.

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

3. Performance Guarantee.

(a) Subject to the conditions and limitations of this Section 3, Solar Provider guarantees that, during the Initial Term, the System will generate at least the Actual Power (as defined below) at least equal to the **Guaranteed Power Production** as set forth for each year on **Exhibit A** (the “**Performance Guarantee**”) and subject to change as described in Section 3(b) below during the Initial Term of this Agreement or Solar Provider will issue you a refund as described below. For purposes of this Agreement, **Actual Power** will include actual Power produced by the System plus Estimated Power Production (see Section 3(d) below) plus any Power for which you have previously received a refund.

(b) The aggregate Guaranteed Power Production for the Initial Term is equal to 90% of the Guaranteed Power Production, 20-Year Initial Term on Page 1 (the “**Aggregate Guaranteed Power Production**”) and is subject to change based on the Final First Year Annual Production Estimate. If the Final First Year Annual Production Estimate is less than the Initial First Year Annual Production Estimate by more than 2%, the Guaranteed Power Production will be adjusted pro rata with the change in the production estimate (e.g., the Guaranteed Power Production will be multiplied by the result of dividing the Final First Year Annual Production Estimate by the Initial First Year Annual Production Estimate). Guaranteed Power Production for all anniversary dates will be adjusted by the same percentage of any change in the overall Guaranteed Power Production for the Initial Term. If such an adjustment occurs, Solar Provider will provide you with an amendment to this Agreement reflecting such changes and you may choose to cancel this Agreement within three (3) business days after receiving the amendment.

(c) Metering. We will install, at no cost to you, a professional grade performance meter to measure the Power output at the interconnection point with the local utility company (“**Point of Delivery**”). We will collect performance meter data remotely or use our personnel to collect the information and will make the data available to you upon request. You agree

to allow our personnel access to your Property to collect such information. If the meter breaks or is found to be inaccurate Solar Provider will adjust our calculation of the System's Power output and repair and/or recalibrate the meter at no cost to you. You agree not to tamper with, damage or modify the meter in any way. You will be responsible for any damage or inaccuracies in the meter that are caused by you or any other person unrelated to Solar Provider. We will use Estimated Power Production, as described in Section 3(d) below, to determine Power production estimates for periods of time when the meter is not working correctly.

(d) Estimated Power Production. Power generated by the System for purposes of the Performance Guarantee and this Section 3 shall include any kWh that would have likely been produced ("**Estimated Power Production**") during any day that the System was unable to produce or produced significantly less Power due to your actions. Estimated Power Production will also be included in Power generated by the System for purposes of the Performance Guarantee and this Section 3 if Solar Provider notifies you that something is shading the System causing a reduction in Power generation and you do not promptly remedy or cause to be remedied such shading. However, Estimated Power Production does not include Power that would have been generated by the System during a grid failure that disabled the System and does not include a reduction in Power generation due to the direct action of Solar Provider.

We will determine the Estimated Power Production during the Initial Term as follows: (i) during the first year of the Initial Term (see Section 1(c) above), based upon the Final First Year Annual Production Estimate as provided to you before the In-Service Date; and (ii) after the first year of the Initial Term, the average actual monthly Power production of the System since the In-Service Date (excluding any months where Power production was impacted as described in this Section 3(d) and excluding months when the performance meter was not working correctly as described in Section 3(c)).

(e) At the end of the second year of the Initial Term and on every year end thereafter, Solar Provider will issue you a refund if the Actual Power produced by the System since the In-Service Date is less than the Guaranteed Power Production for that year as set forth in Exhibit A. This refund will be calculated by subtracting the Actual Power produced by the System since the In-Service Date through each applicable year end from the Guaranteed Power Production for each applicable year end and multiplying the result by the Average Power Price shown on Page 1.

(f) This Performance Guarantee will no longer be in effect if (i) you sell, assign or transfer your Property without transferring this Agreement under the terms of Section 6, (ii) you exercise the option to purchase the System as described in Section 7, (iii) the Aggregate Guaranteed Power Production has been produced prior to the end of the Initial Term, or (iv) after the end of the Initial Term.

Other than as set forth in this Section 3, Solar Provider makes no representation, warranty or guarantee of any kind regarding the System's actual or expected output or performance. This Performance Guarantee does not cover any loss of generation resulting from accident, misuse, abuse, negligence, your default of obligations listed in Section 5(a), shading, vandalism, theft, unauthorized tampering or improper operation of the System or components by any party other than Solar Provider or its agents, or damage caused by Force Majeure as described in Section 13.

4. Solar Provider's Additional Obligations. Solar Provider agrees to:

- (a) provide you with a web-enabled meter to accurately measure the amount of Power the System delivers to you;
- (b) maintain the System in good operating condition at our cost and expense;
- (c) insure the System against all damage or loss unless that damage or loss is caused by your gross negligence or willful misconduct (including your intentional damage of the System); and
- (d) operate the System in material compliance with all applicable laws and permits and local utility providers' requirements.

5. Your Additional Obligations.

(a) System and Property Maintenance. You agree to:

- (i) unless the System includes a cellular metering system (not available for all systems), provide us continuous access to a working broadband connection. If you fail to maintain the required broadband internet or electrical grid connection(s) for a period of time, we may calculate the Power generated by the System using Estimated Power Production as determined under Section 3(d);

- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;
- (iii) not modify your Property in a way that shades the System;
- (iv) be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;
- (v) not remove any markings or identification tags on the System;
- (vi) permit Solar Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool; and
- (viii) not do anything, permit or allow to exist any condition or circumstance which would cause the System not to operate as intended at the Property.

(b) Taxes. If applicable, you agree to pay any taxes on all amounts due under this Agreement. This Agreement contains a purchase option (see Section 7). If you exercise any applicable purchase option under this Agreement, you also agree to pay any applicable taxes on the Buyout Price (see Section 7(c)).

(c) Filings. You agree that the System will be Solar Provider's personal property under the Uniform Commercial Code. You also agree that the System is not a real property fixture. Solar Provider will not place a lien on your title to the Property in connection with this Agreement. However, you agree that Solar Provider may file UCC-1 financing statements and/or real property fixture filings related to our ownership interest in the System, and any other notices permitted or required by law. Solar Provider may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System. You also authorize Solar Provider to make corrections to any utility paperwork to conform to this Agreement or any revisions or amendments to this Agreement that you and we agree upon.

(d) No Alterations. You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the manufacturer warranty on the System without Solar Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System after receiving such prior written consent, they will become part of the System and shall be Solar Provider's property.

(e) Access to the System.

- (i) Solar Provider shall give you reasonable notice of our need to access the Property whenever commercially reasonable. You grant to Solar Provider and our employees, agents and independent contractors (including without limitation the Installer) the right to reasonably access all of the Property as necessary for the purposes of (a) operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (b) enforcing Solar Provider's rights as to this Agreement and the System; or (c) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after the expiration of this Agreement in order to provide Solar Provider with reasonable time to remove the System after the end of this Agreement.
- (ii) During the time that Solar Provider has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with Solar Provider's access rights.

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

(g) Payments. You agree that the obligation to pay all amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment, or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by you hereunder shall be and continue to be payable in all events, including by your heirs and estate, and, except as set forth above in [Section 3\(b\)](#) and below in [Sections 9 and 13\(d\)](#), the "NOTICE" on [Page 1](#) of this Agreement, and in the accompanying Notice of Cancellation, you hereby waive all rights you may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

(h) Notices. You agree to:

- (i) Notify Solar Provider immediately upon your discovery of an emergency condition relating to the System, damage to the System or theft of the System;
 - (ii) Notify Solar Provider of your intent to sell the Property ([see Section 6](#) below); and
 - (iii) Notify Solar Provider before changing your electric power supplier.
- See [Section 19](#) below for information about sending notices to Solar Provider.

6. Options When Selling Your Property.

(a) If you (or your estate or your heirs, as applicable) sell your Property during the Initial Term, you must choose one of the following two (2) options:

- (i) **Purchase the System Outright.** See [Section 7](#) below.
- (ii) **Transfer this Agreement and the Use of the System.** The person(s) buying your Property will not have to meet any credit requirements and will only need to sign a transfer agreement to assume your rights and obligations under this Agreement (including without limitation your rights under [Sections 3 and 8](#)). The System stays at your Property; the person(s) buying your Property will be required to comply with this Agreement and Solar Provider's obligations under this Agreement will continue through the remainder of the Initial Term and as described in [Section 8](#).

(b) If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in [Section 6\(a\)](#) you have chosen.

(c) If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in [Section 6\(a\)](#) above, you will be in default under this Agreement. (See [Sections 15 and 16](#) below).

7. Option to Purchase the System.

(a) You have the option to purchase the System at the following times during the Initial Term:

- (i) At the start of the sixth (6th) year of the Initial Term (see [Section 1\(c\)](#) above);
- (ii) At the end of the Initial Term of this Agreement (see [Section 1\(c\)](#) above);
- (iii) If you sell your Property during the Initial Term (see [Section 6](#) above);
- (iv) If Solar Provider (including our successors and assigns) materially fails to perform its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice from you describing the material failure (subject to [Section 13](#) below); and
- (v) Only with Solar Provider's written consent (which Solar Provider may withhold in Solar Provider's sole discretion) at another time not described above.

(b) To purchase the System pursuant to [Section 7\(a\)](#), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to Solar Provider within thirty (30) days of receiving an invoice from Solar Provider for the purchase price.

(c) The purchase price you will pay for the System ("**Buyout Price**") shall be the greater of: (i) the System's appraised fair market value ("**FMV**") at such time; and (ii) the net present value of the future estimated cash, tax benefits and incentives that would have been received by or payable to us under or in connection with this Agreement (assuming Estimated Power Production through the remaining scheduled Initial Term of this Agreement), using a net present value discount rate of 3%. You acknowledge that the FMV shall include the value of any and all environmental attributes, such as solar renewable energy credits, that the System will likely produce after the

purchase date (to the extent that Solar Provider has not already transferred such environmental attributes to third parties pursuant to [Section 11](#) below). Solar Provider will hire an independent appraiser to compute the System's FMV at Solar Provider's expense. If you purchase the System and at the time of purchase the Actual Power through such date is less than the Guaranteed Power Production through such date, Solar Provider will apply a credit towards the Buyout Price for the System. We will calculate this credit by subtracting the Actual Power (see [Section 3\(a\)](#)) through such date from the Guaranteed Power through such date, and multiplying that result by the Average Power Price, provided however, that the credit shall be limited to no more than the Buyout Price.

(d) If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and Solar Provider will assign you any product and/or workmanship warranties still in effect for the System. However, Solar Provider will not provide any maintenance or repair services after you purchase the System, unless you enter into a separate agreement with Solar Provider, at your expense, for such services. If you exercise the option to purchase the System, the Performance Guarantee will also end, and [Sections 3 and 8](#) of this Agreement will cease to apply.

8. Options at the End of Initial Term.

(a) Automatic Renewal. Provided that (a) you are not in default under this Agreement (see [Section 15](#) below) and (b) you have not given us written notice of your intent to purchase the System at the end of the Initial Term (as described in [Section 6\(a\)](#)), this Agreement shall automatically renew at the end of the Initial Term for one or more additional one (1) year renewal term(s) (each an "**Automatic Renewal Term**") at a **Power Price** equal to the then fair market value of solar generated electricity (as determined by Solar Provider) for a maximum of five (5) one-year Automatic Renewal Terms, unless and until we receive from you written notice at least thirty (30) but not more than ninety (90) calendar days before the scheduled commencement of an Automatic Renewal Term that you do not wish to renew. Solar Provider will send you a notice at least 60 days prior to the end of the Initial Term, and each subsequent one-year Automatic Renewal Term, to (i) remind you of your end of term options and (ii) disclose to you the Power Price for the next scheduled one-year Automatic Renewal term. The Performance Guarantee does not apply to any Automatic Renewal Term.

- (i) **Monthly Bills.** Solar Provider will mail or email you a monthly bill no later than 20 days after the end of each billing period in an Automatic Renewal Term. We may send your monthly bills via email unless you contact us directly to request that your monthly bills be sent through the U.S. mail. We will use the email or Installation Location shown on [Page 1](#) of this Agreement unless and until we receive written notice from you of a change to your billing address.

The first billing period will begin on first day of the Automatic Renewal Term (as defined in [Section 8\(a\)](#)). Your monthly bill will reflect charges for Actual Power produced by the System from the previous monthly billing period plus any applicable taxes and fees.

You agree to review each monthly bill promptly for any errors. If you inform us that an error exists on your monthly bill, we will attempt to correct that error prior to your next monthly bill. If you fail to promptly notify us in writing about an error on your monthly bill, we shall bear no liability or responsibility for any losses incurred to the fullest extent permitted by law. Our sole liability to you shall be our obligation to make any appropriate changes after we receive your notification.

- (ii) **Monthly Payments.** Payment for each monthly bill (each, a "**Monthly Payment**") is due on the due date specified on the monthly bill but will always be at least 10 days after the date the monthly bill is sent. For example, a monthly bill for Power produced in May will be sent on or before June 20 with a payment due date that is at least 10 days after the monthly bill is sent.

We will calculate your monthly bill during an Automatic Renewal Term by multiplying the kWhs of Actual Power produced by the System times the Power Price in effect at the time the Power was produced, plus any applicable taxes and fees. Your Monthly Payments will change based upon changes to the Actual Power produced by the System from billing period to billing period, and on changes to your Power Price from one Automatic Renewal Term to another.

(iii) **Fees; Late Charges; Taxes.** In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:

- (1) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or electronic fund transfer or other form of Monthly Payment that is returned or refused by your bank;
- (2) **Late Payment Fee:** If you fail to make any Monthly Payment when due, we will impose a late fee of \$25 (or such lower amount as required by law) on any Monthly Payment we do not receive in full within five (5) days after the due date;
- (3) **Payment Processing Fee:** You will pay a fee of \$4.99 for each Monthly Payment received. We will waive this payment processing fee if you make your payments via Automated Clearing House ("ACH") by authorizing us to apply automatic electronic payments from your bank;
- (4) **Taxes:** If applicable, you agree to pay any taxes on the Monthly Payments and all other amounts due under this Agreement.

(b) **Purchase the System.** You also have the right to purchase the System at the end of the Initial Term. See [Section 7](#) for a detailed explanation.

(c) If you choose not to renew this Agreement or purchase the System, then there are three (3) possibilities with respect to returning or keeping the System:

- (i) Solar Provider may at our choosing, remove the System from your Property at no cost to you; or
- (ii) If Solar Provider does not tell you that we want to remove the System, and you want to have the System removed from your Property at no cost to you, you must notify us as described in [Section 19](#) below; or
- (iii) If Solar Provider chooses not to remove the System and you do not ask to have the System removed, Solar Provider will convey the System to you, at no cost to you, on an "AS IS, WHERE IS" basis.

(d) If at the end or termination of this Agreement you are in default (see [Section 15](#)), and Solar Provider chooses to remove the System from your Property, then you agree to pay Solar Provider the reasonable expense of removing the System from your Property.

9. Conditions Prior to Installation of the System.

(a) **Termination of this Agreement Before System Installation.** Solar Provider's obligation to sell you the Power the System produces (and your obligation to pay the Install Payment) is conditioned on the following items having been completed to our reasonable satisfaction:

- (i) completion of the engineering site audit (a thorough physical inspection of the Property, including if applicable geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) confirmation of availability of rebates, tax credits, renewable energy credits and other incentives in the amounts used to calculate the Upfront Payment, Install Payment and Guaranteed Power Production amounts set forth in this Agreement;
- (iii) confirmation that Solar Provider will obtain all applicable benefits referred to in [Section 11](#);
- (iv) receipt of all necessary zoning, land use and building permits; and
- (v) completion of any renovations, improvements or changes reasonably required on the Property, at your sole cost and expense (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

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

(b) **Right to Terminate this Agreement for Significant Changes or Delays.**

- (i) Both parties will have the right to terminate this Agreement, without penalty or fee, if Solar Provider determines after the engineering site audit of your Property that we have misestimated by more than ten percent (10%) the System's year one power production relative to the Initial First Year Annual Production Estimate described in [Section 1\(d\)](#) above. Such termination right will expire at the earlier of (a) seven (7) calendar days before the scheduled System installation commencement date and (b) thirty

(30) calendar days after we inform you in writing of the revised First Year Annual Production Estimate.

(ii) Solar Provider may terminate this Agreement if, in our reasonable judgment, the In-Service Date will not occur within 120 days of your signing this Agreement for reasons beyond our reasonable control.

(c) If this Agreement is terminated under this [Section 9](#), we will refund your Upfront Payment in full within ten (10) calendar days after termination.

10. Assignment.

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

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

11. Our Ownership of the System; Tax Credits and Rebates. You understand and agree that this is not a contract to sell or lease the System to you. Solar Provider will own the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Solar Provider, and shall at your expense protect and defend Solar Provider against the same.

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

12. Loss or Damage; Insurance.

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

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

13. Force Majeure.

(a) Neither you nor Solar Provider will be in default under this Agreement because of any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the Power produced by the System) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes,

sabotage or destruction by a third party of the System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either you or Solar Provider, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

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

(c) In order to claim Force Majeure as a reason for non-performance, you or Solar Provider must give notice to the other party of the Force Majeure within fourteen (14) days of the occurrence of the Force Majeure and estimate how long it will last and what the potential impact is on the Agreement. The party claiming Force Majeure must (1) make reasonable attempts to continue to perform under this Agreement, (2) quickly take action to correct the problem caused by the Force Majeure, (3) make reasonable efforts to limit damage to the other party, and (4) notify the other party when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

(d) If you or Solar Provider is prevented from performing under this Agreement because of Force Majeure for a period of either (i) three hundred sixty-five (365) consecutive days or more, or (ii) five hundred seventy (570) non-consecutive days or more (whether full or partial days), the other party may terminate this Agreement, without liability of either party to the other, upon thirty (30) days written notice at any time during the Force Majeure.

14. Limitation of Liability.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (INCLUDING THE INSTALLATION WARRANTY DESCRIBED IN SECTION 17), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EVEN IF A COURT OR ARBITRATOR DECIDES THAT OUR BREACH OF THIS AGREEMENT OR NEGLIGENCE, FAILURE OF THE SYSTEM, OR A FAILURE OF THE INSTALLATION OR ANY REPAIR PROVIDED BY US CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN OR ON YOUR PROPERTY, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID US FOR ACTUAL POWER (SEE SECTION 3(a)) THAT HAS BEEN AND WILL BE PRODUCED BY THE SYSTEM. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

(a) You fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, including, but not limited to, making any alterations to the System) and such failure continues and is not corrected for a period of fifteen (15) days after written notice;

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

(c) you (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the System without Solar Provider's prior written consent;

(d) you make an assignment for the benefit of creditors, admit in writing your insolvency, a bankruptcy petition is filed by or against you, or you are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity; or

(e) two or more Monthly Payments are past due at any time.

16. Our Remedies in Case of Default. If you are in default under this Agreement, we may take any one or more of the following actions at our option and in our discretion. If the law requires us to do so, we will give you notice and wait the stipulated period of time required before taking these actions. We may:

(a) terminate this Agreement;

(b) take any reasonable action to correct or cover your default and/or to prevent or reduce our loss (including without limitation costs of repairing

damage to the System for which you are responsible); any amount we pay will be added to the amount you owe us and will be immediately due;

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

(d) proceed, by appropriate court or other action, to enforce performance of this Agreement and/or to recover damages for your default (including without limitation our court costs, attorneys' fees, and other expenses relating to your default, to the fullest extent allowed by law);

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

(f) recover from you the Buyout Price (see [Section 7](#)) plus all taxes, penalties, interest and all other sums then accrued or due and owing to Solar Provider. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and

(g) use any other remedy available to us in this Agreement or by law.

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

17. Installation Warranty. Solar Provider provides you with an Installation Warranty (the "Installation Warranty") for certain roof damage caused during the System installation. We will repair or pay you for roof damage caused during the installation of the System to areas that are within a three (3) foot radius of any part of the System. This Installation Warranty will run for one (1) year following the completion of the System installation.

You must notify us promptly and in writing of any claim under the Installation Warranty as outlined in [Section 19](#) below.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, YOU UNDERSTAND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

18. Governing Law; Arbitration; Waiver of Trial By Jury

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

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

In addition, each party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, except that the Co-Owner, if any, may bring claims in the same proceeding as the Homeowner. The arbitrator may not otherwise preside over any form of a representative or class proceeding. If any provision in this paragraph is found unenforceable, then both parties agree that neither party shall litigate any claims as a representative or a member of a class or in a private attorney general capacity.

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall

apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than your own. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(c) **Waiver of Trial By Jury.** You agree that, by entering into this Agreement, you and we are waiving the right to a trial by jury.

(d) The provisions of this Section 18 shall survive termination or expiration of this Agreement.

19. Notices. Unless otherwise specifically required or permitted in this Agreement, all notices under this Agreement shall be in writing and shall be by electronic mail or certified or registered mail, return receipt requested and postage prepaid, and deemed received upon acknowledgment of receipt of electronic mail or five (5) calendar days after deposit in the mail. Notices from you must include your name, the Installation Location shown on Page 1 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. Notices you send via electronic mail shall be sent to notices@kilowattsystems.com. Unless otherwise specifically required or permitted in this Agreement, notices you send via certified or registered mail should be sent to: Kilowatt Systems, LLC, 600 South Hwy 169, Suite 1425, St Louis Park, MN 55426. We will send notices to you using the email or Installation Location shown on Page 1 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address.

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

21. Entire Agreement; Changes; Joint and Several Liability. This Agreement contains the parties' entire agreement regarding the sale and purchase of Power generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and (except to the extent specifically provided to the contrary in this Agreement) signed by both parties.

Captions and headings used in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, the use of the plural in this Agreement includes the singular, and vice versa.

Except as specifically provided to the contrary in Section 18(b), if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

You agree that, in addition to the Homeowner, if one or more additional persons signs this Agreement as a Co-Owner, each of you is fully responsible, individually and together, for performing all of your obligations under this Agreement, and we may enforce this Agreement against any one (or all) of you, at our option. Your obligations under this Agreement are binding on you, your legal representatives, and your estate, to the fullest extent allowed by law, unless and until we either expressly release you from your obligations in writing, or we transfer ownership of the System to you.

<p>Office Use Only</p> <p>Approved by: Kilowatt Systems, LLC By CPFAM KWF Services, LLC, its agent</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
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Exhibit A

On the date you sign and return this Agreement to us, you will pay Solar Provider the Upfront Payment of \$0.00 , plus any applicable taxes and fees. At the start of installation of the System, you will pay Solar Provider the Install Payment of \$ 7,718.80 plus any applicable taxes and fees. The Average Power Price per kWh of \$0.09 is calculated by dividing the sum of the Upfront Payment and Install Payment by the Guaranteed Power Production listed below. As described in [Section 3](#), you may be entitled to a refund if the Guaranteed Power Production, as listed below and as adjusted pursuant to [Section 3\(b\)](#), is not met.

GUARANTEED POWER PRODUCTION

Year*	Guaranteed Power Production (kWhs)
1	N/A
2	8,904
3	13,322
4	17,719
5	22,093
6	26,446
7	30,777
8	35,086
9	39,373
10	43,640
11	47,884
12	52,108
13	56,311
14	60,492
15	64,653
16	68,792
17	72,912
18	77,010
19	81,088
20	85,146
Guaranteed Power Production, 20-Year Initial Term	85,146

*Year is defined in [Section 1\(c\)](#) of the Agreement.

Exhibit B

NOTICE OF CANCELLATION

_____ (Date)
(enter date of transaction)

You may CANCEL this transaction, without any penalty or obligation, within TEN CALENDAR DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Kilowatt Systems, LLC, Attention Legal Counsel, 600 South Hwy 169, Suite 1425, St Louis Park, MN 55426 NOT LATER THAN MIDNIGHT OF _____.
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Homeowner/Co-Owner's signature)

Exhibit B

NOTICE OF CANCELLATION

_____ **(Date)**
(enter date of transaction)

You may CANCEL this transaction, without any penalty or obligation, within TEN CALENDAR DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Kilowatt Systems, LLC, Attention Legal Counsel, 600 South Hwy 169, Suite 1425, St Louis Park, MN 55426 NOT LATER THAN MIDNIGHT OF _____.
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Homeowner/Co-Owner's signature)

Date of Issuance: July 30, 2015

SOLAR INSTALLATION AGREEMENT

INSTALLER HIC #: 867533

This INSTALLATION AGREEMENT is entered into by and between

Ernesto V Trujillo

("You," "Your" or "Consumer") and

Grid Alternatives

whose address is 1171 Ocean Ave #200, Oakland, Emeryville, CA 94608

("Installer") as of

(the "Installation Agreement").

1. Installation

You and Installer acknowledge and agree that the solar panel system ("the "System") to be installed on Your property located at:

3660 Larry Ct., San Jose, CA 95121

("Property") will be designed, procured, installed, tested and interconnected by Installer (the "Installation").

2. Your Obligations

You agree to:

- (i) grant Installer and its contractors and agents reasonable access to Your Property and cooperate with Installer for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Your electric system.
- (ii) cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering.
- (iii) obtain any consent of a third party required for the Installation, such as a home owner's association. Installer will provide reasonable assistance to assist You in obtaining any required third party consent.
- (iv) allow Installer to connect the System to Your local electric utility grid and provide all necessary authorizations for such interconnection.

3. Installer's Obligations

a. Installation, Insurance and Liability.

Installer agrees to:

- (i) schedule the Installation of the System at a mutually convenient date and time.
- (ii) construct the System according to written plans You review.
- (iii) give You reasonable notice when Installer or its contractors need to access the System and/or Your Property.

(iv) keep Your Property reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the Installation process

(v) remove all of Installer's or its contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around Your Property prior to utility approval of the System.

(vi) guarantee that any roof penetrations made for the System shall be completely weather-tight for a period of five (5) years.

(vii) return Your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 5 below).

(viii) carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of a contractor's insurance coverage.

(ix) be solely responsible for damage caused to Your Property, property of third parties, or bodily injury arising from the Installation caused by Installer or its agents.

b. Conditions to Installation. Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of Your Property and other due diligence to confirm the suitability of Your Property for the construction, installation and operation of the System.

c. Solar Provider

(i) Installer is not in the business of owning solar panel systems after Installation. Because of Your agreement to purchase power pursuant to a separate power purchase agreement from a company unaffiliated with Installer ("Solar Provider") Solar Provider has agreed, at Your request, to purchase the System from Installer following installation.

(ii) If the System is not installed to Solar Provider's satisfaction within one hundred and twenty (120) calendar days (except for certain force majeure exceptions determined by Solar Provider) after Solar Provider's execution of its power purchase agreement with You, the System will not be purchased by Solar Provider, and Installer shall be solely responsible for either (i) finding a different purchaser for the System or (ii) ensuring that the System or any part thereof is removed from Your Property and that Your Property is returned to its original condition excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 5 below) (and You agree to grant Installer reasonable access to Your Property to remove the System in this circumstance).

4. Services Not Included in the Installation (Excluded Services)

This Agreement does not include an obligation by Installer to:

- (i) remove or dispose of any hazardous substances that currently exist on Your Property;
- (ii) improve the construction of the roof of Your Property to support the System;
- (iii) remove or replace existing rot, rust or insect-infested structures;
- (iv) provide structural framing for any part of Your Property;
- (v) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;
- (vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- (vii) upgrade Your existing electrical service;

- (viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;
- (ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;
- (x) 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);
- (xi) paint electrical boxes or conduit at Your Property; or
- (xii) move items unassociated with the System around Your Property.

5. Performance of Excluded Services

If an obligation listed as an exclusion in Section 4 (an "Excluded Service") must be performed in order to properly complete the installation of the System:

a. Proposal. Installer will promptly notify You of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to You for Installer to perform such Excluded Services.

b. Your Obligation. You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's Installation schedule.

c. No Extension. The completion of Excluded Services will not extend the 120 day installation deadline referenced in Section 3(c)(ii).

6. Deposit

Installer may collect a security deposit of \$0 (the "**Deposit**") which will be fully refunded to You upon completion of the Installation, unless You cancel this Installation Agreement prior to completion of the Installation. Notwithstanding the foregoing, You have a right to cancel this Installation Agreement by using the written statutorily-mandated Notice of Cancellation included herein as Exhibit A within ten (10) calendar days of the date You signed it and to receive a refund of the Deposit. No other amounts are due under this Installation Agreement.

7. Conflicts

In the event of any conflict between the terms of this Installation Agreement and any other agreement between You and Installer, the terms of this Installation Agreement shall control.

8. Miscellaneous Provisions

a. Property Ownership. You represent and warrant that You are the owner of the Property.

b. Concealed Conditions. To the best of Your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.

c. Roof Warranty. If the Installation is to a roof, You acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

9. Term and Termination

This Installation Agreement shall continue in full force and effect until terminated by Installer with or without cause, effective upon written notice to You. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's

liability for damages as set forth in Section 3(a)(ix) of this Installation Agreement. -

10. NOTICE OF RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE TENTH CALENDAR DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

Installer and Consumer acknowledge that they have read and agree to the provisions in this Installation Agreement.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Homeowner's Name:

Signature: _____

Name: Ernesto V Trujillo

Date: _____

Co-Owner's Name (if any)

Signature: _____

Name: _____

Date: _____

INSTALLER
Signature: _____
Name: _____
Date: _____

EXHIBIT A TO SOLAR INSTALLATION AGREEMENT:

HOME SOLICITATION FORM OF NOTICE OF CANCELLATION

_____ **(Date)**
(enter date of transaction)

You may CANCEL this transaction, without any penalty or obligation, within TEN CALENDAR DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) CALENDAR DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Grid Alternatives at 1171 Ocean Ave #200, Oakland, Emeryville, CA 94608 NOT LATER THAN MIDNIGHT OF TEN CALENDAR DAYS AFTER

_____ **(Date)**

I HEREBY CANCEL THIS TRANSACTION.

_____ **(Date)**

_____ **(Buyer's signature)**

EXHIBIT A TO SOLAR INSTALLATION AGREEMENT:

HOME SOLICITATION FORM OF NOTICE OF CANCELLATION

_____ (Date)
(enter date of transaction)

You may CANCEL this transaction, without any penalty or obligation, within TEN CALENDAR DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) CALENDAR DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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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 Grid Alternatives at 1171 Ocean Ave #200, Oakland, Emeryville, CA 94608 NOT LATER THAN MIDNIGHT OF TEN CALENDAR DAYS AFTER

_____ (Date)

I HEREBY CANCEL THIS TRANSACTION.

_____ (Date)

_____ (Buyer's signature)

Contract ID: Grid-_Husak_Truji_KW-PP_1_KW-PPA-Prepaid_2101_1441629_2015-07-30-11:10:16

Homeowner/Co-Owner (if any)

Homeowner Contact Information:

Installation Address:

Ernesto V Trujillo

(408) 972-2325

3660 Larry Ct.
San Jose CA 95121

I have received and am signing a Prepaid Solar Power Agreement (the "Agreement") related to a residential PV Solar System to be installed at the Property identified above; in addition, I have received one or more of the following items from Grid Alternatives: (i) marketing materials; and/or (ii) a proposal (collectively with the Agreement, the "Materials").

I acknowledge that the Agreement contains the following terms ("Terms"):

The estimated initial year generation (in kWh) in the Agreement is:	4,959 kWh
The required pre-payment (in \$; "Upfront Payment" plus "Install Payment") in the Agreement is:	\$ 7,718.80
The average PPA rate (in \$ per kWh; "Average Price per kWh") in the Agreement is:	\$ 0.082 per kWh

I understand that the Materials contain figures (including the above Terms) that are based upon certain assumptions regarding: (i) the design and components of the PV Solar System; (ii) my past electricity usage; (iii) my expected future electricity usage; (iv) my electricity rate plan; (v) my maintaining the same (or better) sun exposure for the PV Solar System as when installed; (vi) my participating in and remaining eligible for a net metering program offered by my electric utility (see <<http://apps3.eere.energy.gov/greenpower/markets/netmetering.shtml>> for more information); (vii) my reasonable cooperation in submitting required information and forms in connection with applying for anticipated rebates and other incentives; and (viii) other estimates and assumptions (collectively the "Assumptions"). I acknowledge that I have reviewed the Assumptions contained in the Materials and believe them to be reasonable.

I understand that the Materials may contain projections regarding (a) estimated savings I may achieve, (b) estimated insolation (sun hours) for the PV Solar System, and (c) changes in the future cost of electricity from my local electric utility. I have reviewed these projections and acknowledge that I have been given an opportunity to compare them with other public estimates, including estimates from the National Renewable Energy Laboratories (available at <<http://www.nrel.gov/rredc/pvwatts/>>) and the U.S. Energy Information Administration (available at <www.eia.gov>).

By signing below, I acknowledge that (1) future electricity costs may not rise as predicted and my energy usage patterns may vary over time; (2) my actual savings may vary from amounts estimated in the Assumptions included in the Materials, and that my savings are not guaranteed; and (3) actual power production may vary from the amount estimated in the Agreement.

By signing below, I further acknowledge that: (A) I have received, reviewed and understood all of the Materials provided to me by Grid Alternatives including all disclosures and disclaimers; (B) I have been provided with sufficient time to ask for clarification of any questions I have regarding any and all of the information I have been provided; and (C) the Agreement contains the final and binding Terms between me and Kilowatt Systems, LLC and that such Terms may be different than those estimated in earlier Materials provided to me such as proposals or marketing materials.

Homeowner Name: Ernesto V Trujillo

Co-Owner's Name (if any):

Signature: _____

Signature: _____

Date: _____

Date: _____

Internet Requirement Acknowledgement
Prepaid Solar Power Agreement

Homeowner Name	Homeowner Contact Information	Installation Address
Ernesto V Trujillo	(408) 972-2325	3660 Larry Ct. San Jose, CA, 95121

I have signed a Prepaid Solar Power Agreement (the "Agreement") related to a residential PV Solar System to be installed at the Property identified above.

By signing below, I acknowledge that I have been informed that an internet connection at the Property will be necessary for data to be transmitted from the Solar System to Kilowatt Systems, LLC ("Solar Provider"), and I confirm that I will maintain the required broadband internet connection for the full term of the Agreement pursuant to Section 5(a)(i).

I understand that if I do not maintain the broadband internet for a period of time, such time period shall be exempted from Guaranteed Power Production on a pro-rata basis and no refund will be paid under the Performance Guarantee for such time period.

Homeowner Name: Ernesto V Trujillo

Signature: _____
Date: _____

Co-Owner's Name (if any):

Signature: _____
Date: _____

<u>Office Use Only</u>	
<u>Internet Based Meter Approved by:</u>	
Kilowatt Systems, LLC	
By CPFAM KWF Services, LLC, its agent	
Date:	_____
Signature:	_____
Print Name:	_____
Title:	_____

Kilowatt Prepaid Solar Power Agreement INSTALL PAYMENT

ATTN: Ernesto V Trujillo
3660 Larry Ct.
San Jose, CA 95121

Remittance Section

Agreement Number:	PRE-817-1441629-001
Invoice Number:	001026049
Invoice Print Date:	July 30, 2015
Total Due:	\$ 7,718.80

Make check payable and send to:

KILOWATT SYSTEMS, LLC
PO BOX 844515
LOS ANGELES, CA 90084-4515