

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

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

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$ 29,089.66

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

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

Three-Day Right to Cancel

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

RESIDENTIAL BUILDING IMPROVEMENT AGREEMENT

Project#: 6968
Solution A

Contract Date: 3 SEPT . , 2019

According to California law, you are entitled to a completely filled in copy of this Contract, signed by both you and Contractor, before any work may be started.

PARTIES This Residential Building Improvement Agreement (“Contract”) is by and between the parties listed below. Contractor and Buyer are occasionally referred to herein individually as a “Party” and collectively as the “Parties.”

BUYER (Owner on Title/Deed):

Name: PORSHA MOORE
Address: 719 WEST AVENUE H-2
LANCASTER , CA 93534
Phone:
Email:

CONTRACTOR (Seller):

Option One Solar
13581 John Glenn Rd., STE A
Apple Valley, CA 92308
(760) 646-8444
info@OptionOneSolar.com
License: 985340

SALES CONSULTANT:

Rep: STEVE
Phone: 720 280 7886
Email: SteveP@optiononesolar.com
HIS Reg#: 119396

EFFECTIVE DATE. Contract is effective as of the latest date referenced on the signature lines below (“Effective Date”)

WORK SITE. The following is a legal description of the location (the “Premises”) where the work by Contractor to be performed as described herein will occur:

Address: 719 WEST AVENUE H-2 , LANCASTER , CA 93534

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

1. PREMIUM ROOF MOUNT PV SYSTEM

Contractor will supply everything required for a complete turnkey solar installation; Administration, Design, Plans, Engineering, Permit, Materials, Installation, Inspections, Utility Interconnection, Monitoring Set-Up and Customer Training for your new Grid-Tie Solar PV system. The "Solar PV System" has a rated capacity of 7.44 DC kW (STC) kW and includes the following major system components:

- PV Modules: 24- MSE3105Q8T P.V. MODULE
- Inverters: 1- SOLAR EDGE SE 7600H- US(240V) INVERTER
- DC Optimizers: 24 SOLAR EDGE P320 DC OPTIMIZER

Contractor will furnish all the necessary work, labor, tools, equipment, materials, supervision, scheduling, coordination, and project administration for completion of this Scope of Work. Note that the Contract occasionally refers herein to individual items in the Scope of Work as a "System" and collectively as the "Systems." Systems include, but are not limited to solar PV systems, battery/energy storage systems, electric vehicle supply equipment (EVSE), electric service upgrades, water heating systems, HVAC systems, lighting systems, building envelope, etc. In its entirety, this list of included work is referred to as the "Scope of Work."

Note that Scope of Work is subject to change based on engineering site survey results and subsequent Change Orders.

Exclusions: Unless specified to the contrary in the Scope of Work above, or via a Change Order, the services, activities and work set forth below are excluded from the Scope of Work required by Contractor pursuant to this Contract:

1. Remove, remediate or dispose of any hazardous substances that exist on the Premises;
2. Remove or replace existing rot, rust, or insect infested structures;
3. Provide structural framing for any part of the Premises;
4. Pay for, or correct, construction errors, omissions, and deficiencies by the Buyer or contractors hired by the Buyer;
5. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens;
6. Install of any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a pre-condition of approval of any new System installation work;
7. Pay for the removal or re-location of equipment, obstacles, or vegetation in the vicinity of the System(s) being installed;
8. Move items unassociated with the System(s) being installed around the Premises;
9. Pay for any costs associated with municipal design or architectural review, or other specialty permits, including cost to attend any public hearings, notification of neighbors, or additional drawings required;
10. Structural engineering review and soil analysis;
11. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor;
12. Improve the construction of the roof or the Premises to support the Solar PV System;
13. Pay for compliance with changes in regulations of codes that materially change the Scope of Work for the Solar PV System;

If labor or materials are not noted specified as included above, then any item in question hereafter is considered excluded by all parties to this contract. BUYER agrees no other promises or inclusions apply to this contract that are not listed on

this Scope Of Work.

Buyer(s) Initials:

DM

Buyer will pay Contractor the sum below for the work to be performed under this Contract, subject to additions and deductions pursuant to any Change Order agreed upon in writing by the Parties.

CONTRACT PRICE: \$ 29,089.66

Payment Method: unsecured loan

Down Payment: \$0.00

Amount Financed: \$ 29,089.66

Finance Program: MOsaic 20 year 5.49%

Net Contract Price includes any fees associated with the third party financing that buyer has selected.

Buyer will complete a separate loan agreement with the finance company. Finance company will pay Option One Solar for the Scope of Work and Buyer will make payments to finance company per Buyer's separate agreement with them. If Buyer is unable to successfully complete the loan agreement with finance company within a reasonable time, contractor may cancel this agreement with Buyer.

Estimated Monthly Payments \$ 149.52 /mo for first 12 months | \$ 212.35 /mo for 228 months

Monthly payment is estimated, and depends on third party financing approval. Option One Solar is not a finance company, and merely conveys financing programs to the best of our knowledge. Option One Solar does not make any claims, guarantees, or profits regarding any financing. Rates, fees, payments, and programs are administered by a third party. All program details must be confirmed by Buyer directly with any finance company Buyer selects.

SCHEDULE OF PROGRESS PAYMENTS. Total Price will be paid according to the schedule defined below:

~ Please see Mosaic loan documents. ~

Down Payment (if any) is due at time of contract signing. Payment to Contractor may be made by cash, check or wire transfer.

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS

AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

NOTES:

- The pricing in this Contract is valid for 10 days after the date that Contractor first presents it to you for execution. If you do not sign and return this Contract to Contractor within this 10-day period, Contractor reserves the right to reject this Contract unless you agree to Contractor's then current Contract Price.
- Contract Price assumes project will be implemented within a 90 day period. In the case of project delays requested by the Buyer that last beyond 30 days (i.e. to obtain financing, for coordination with a re-roof or other construction projects) Contractor reserves the right to adjust the contract price to reflect actual cost of materials at the time of construction.
- For purposes of this Contract, Contractor will have started work once it has begun performing any of the tasks required to implement the defined Scope of Work. Title to the Systems included will pass to Buyer after Contractor's receipt of payments for all invoices.
- If the contract is cancelled at any point, Buyer remains responsible for the payment of work completed to that point.
- If, subsequent to the execution of this Contract, a change occurs to any law, ordinance, rule, or regulation which materially affects Contractor's work, then Contractor shall notify Buyer in writing of such change and Contractor will be entitled to an equitable adjustment in the Contract Price and the date of Substantial Completion.
- Refunds after Funding: If any special circumstances arise where some work is not completed after installation AND funding, contractor may refund Buyer a portion of the funds received for work not completed or materials not required or delivered to the Buyer. It is Buyer responsibility to pay down the financed third party lender or choose to keep the funds and pay the lender including financing fees.

COMPLETE AGREEMENT. This Contract constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exist between the Parties. This Contract can be modified only by an agreement in writing signed by both Parties.

INTENDING TO BE LEGALLY BOUND, the Parties are executing this Contract through their legally authorized representative on the date stated below.

Buyer(s)	
Signature <u>Porsha Moore</u>	Signature _____
Printed <u>Porsha Moore</u>	Printed _____
Date <u>9-3-19</u>	Date _____

Contractor: Option One Solar, Lic: 985340	
Signature <u>[Signature]</u>	
Printed <u>STEVE L. RICHARD</u>	
Date <u>3 SEP 2019</u>	

1. GENERAL PROVISIONS

Upon verbal or written notice from Buyer to proceed, Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. At Contractor's discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the installation as required.

2. LABOR AND MATERIAL. Contractor shall pay all valid charges for labor and material furnished by Contractor or its subcontractors and used in the construction of the project, but is excused from this obligation to the extent that Buyer may be in arrears in making progress payments to Contractor. If Contractor fails to pay for work or materials although Buyer has paid Contractor for such work or materials, and as a result, mechanics liens are recorded or threatened against the project, Buyer may make such payments in good faith on Contractor's behalf, and Contractor shall on demand reimburse Buyer for the amount actually paid. If Buyer settles or purchases such claims at a discount, Contractor shall be entitled to the benefit of the discount.

3. CLEANUP. Contractor shall keep the project free from accumulation of debris, waste materials, or rubbish caused by its operations. On completion of the work, Contractor will remove all debris, waste materials, rubbish, and surplus material from Buyer's Premises and will thoroughly clean the project, leaving it in a neat and broom-clean condition.

4. SCHEDULING.

4.1. Approximate Start and Completion Dates. Contractor will commence substantial work on the project within twenty (20) days of execution of this agreement. Substantial work is defined as any work necessary to prepare for construction, including submitting any applicable documents to the utility or rebate authority for the project, preparing documents necessary for a building permit for the project, or ordering materials for the project. Contractor will diligently pursue all aspects of preparation and construction of the project until the installation of the project is complete, a period of time that varies with the complexity, scope, and size of the project.

4.2. Requested Delays. In the case of project delays requested by the Buyer that last beyond 30 days (i.e. to obtain financing, for coordination with a re-roof or other construction projects) Contractor reserves the right to adjust the contract price to reflect actual cost of materials at the time of construction.

4.3. Permissible Delays. Notwithstanding the foregoing, Contractor shall be excused from any delay in the commencement and completion of the Work to be performed under this Contract due to:

- Acts or omissions of Buyer, or of Buyer's agents, employees or independent contractors
- Actions or omissions of governmental agencies (including the denial or cancellation of any necessary license or permit for the project)
- Changes required to the project due to unanticipated circumstances, latent physical conditions at the Premises, or Buyer's requests
- Buyer's failure to make progress payments promptly
- All causes beyond Contractor's reasonable control, including, but not limited to, acts of God, fires, weather-related delays, government restrictions, material shortages, embargoes, labor disputes, or acts of war.

5. BUILDING PERMITS AND ENGINEERING REQUIREMENTS. Contractor shall be responsible for applying for and obtaining any building permits, licenses, or other regulatory approvals required for the completion of the project. Contractor will coordinate and attend local building department inspections as needed. Contractor will bill Buyer for any direct expenses and time resulting from any additional building department or engineering requirements at the rate of \$75 per hour, including, but not limited to, requirements, as follows: (i) it becomes necessary to prepare for, or attend local building department meetings on Buyer's behalf; (ii) revisions must be made to Contractor's standard plans and drawings; (iii) a structural engineer is required to evaluate Buyer's roof or rack foundation; (iv) soil or geological tests are required; or (v) structural or electrical upgrades must be made to Buyer's existing facility.

6. BUYER'S RESPONSIBILITIES AND REPRESENTATIONS.

6.1. HOA Approvals. Buyer must notify contractor in writing if there is a Home Owners Association (HOA) involved. Buyer is responsible for all HOA applications, fees, and obtaining approvals. Additionally, Buyer agrees to email or fax a copy of the HOA Approval to the Contractor upon receipt, prior to plan submittal to the AHJ (City/ County Building Dept).

6.2. Access to Work. Buyer shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Buyer agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals or children, or provide work area security.

6.3. Installation. Buyer is responsible for making the Premises ready and in the condition Contractor used to create the Proposal. During Installation, Buyer shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing, Buyer shall take reasonable steps to protect the materials from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.

6.4. Unanticipated Work. Buyer is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions that differ from those described in the Proposal or this Contract. If any unanticipated work is required (including, but not limited to, moving equipment once it has been installed, moving or removing existing antennas, vents, conduit, or wires and coordinating and/or waiting for other job-site contractors) Buyer agrees to pay Contractor at the installation labor rate of \$75 per hour per person.

6.5. Pre-Existing Conditions. Buyer acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Buyer's existing equipment and Contractor shall have no liability for equipment not purchased hereunder. While Contractor will exercise all due care, Contractor will not be responsible for pre-existing conditions of any roof or for damages or problems arising from such pre-existing conditions which may be aggravated by normal material handling procedures on the roof.

6.6. Attend Utility Inspection. Buyer is expected to be at the final utility inspection if requested by the utility company. If Buyer would like Contractor present at the inspection on their behalf, Contractor will bill for attending inspection, including travel and waiting time, at the current service call fee schedule at the time of service (a two (2) hour minimum will apply).

6.7. Tree Removal. If necessary or desired to improve the performance of the Solar PV System, tree removal is the sole responsibility of the Buyer. Buyer is aware that shading will reduce the projected electricity production from their Solar PV System.

6.8 Monitor Solar PV System Performance. It is Buyer's responsibility to ensure their inverter(s) and complete Solar PV System remain turned on and checks their monitoring after installation and to check their energy bills monthly. Buyer must regularly check monitoring and utility bills. Inverter Manufacturer typically offers 24/7

monitoring alert service. Please check your customer portal and/or call the manufacturer.

7. CHANGE ORDERS. The material, quantities, and amounts listed in the contract are Contractor's good faith estimate of the project cost based on all factors known to Contractor at the time of such estimate. However, changes to the original Scope of Work may become necessary after the Project has commenced. Either Party may initiate a Change Order. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, if any, and the effect the order will have on the schedule of progress payments. Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order.

Contractor and Buyer shall negotiate any Change Order and associated additional costs in good faith. Buyer shall be bound by any changes or alterations requested by Buyer to this Agreement or to plans for the Project, whether given verbally or in writing. Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra Labor and/or additional Materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Contract Price within ten (10) days of request or billing by Contractor for any such Change Order. If the Parties can not agree on the compensation or time extensions for such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of disagreement, the Parties agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to Section 18 below.

7.1 Site Audit and Changes If Contractor determines after the engineering site audit of the Premises that it has misestimated by more than ten percent (10%) any of (i) the Solar PV System size, (ii) the Solar PV System's total cost or (iii) the Solar PV System's annual production, Contractor will notify Buyer of the discrepancy and may optionally propose a change to the Scope of Work. Any changes to the Scope of Work and price will be documented in a written change order to this Agreement and signed by both Buyer and Contractor. Buyer authorizes Contractor to subsequently make corrections to any utility and incentive paperwork to conform to this Agreement. Alternately, either Party will have the right to terminate this Agreement, based on the findings of engineering site audit without penalty or fee. Such termination right will expire at the earlier of (i) one (1) week prior to scheduled System installation date and (ii) sixty (60) days after Contractor informs Buyer in writing of the revised size, cost, or production estimate. If Buyer does not terminate this Agreement or return the signed change order as a written amendment to this Agreement within this time period, then this Agreement will automatically terminate and Buyer's deposit, if any, will not be refunded.

7.2 Unavailability of Quoted Materials Dependency on suppliers' manufacturing capacity and deliveries may periodically result in unavailable products at the time needed for the particular project. Contractor has the right to substitute a "like product" should the originally quoted materials not be available. For purposes of this Contract, the term "like product" means products of like quality, price, and performance to the equipment specified.

7.3 Contractor Discovers Previously Unknown Condition The Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done outside of the defined Scope of Work. Such circumstances could include the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully build the project and assure that it conforms to local building codes.

The Contractor may initiate a change order in certain circumstances where the permitting jurisdiction or other organizations (such as an HOA) require additional engineering work beyond the scope of a typical installation. Examples of this include requirements for structural analysis of the building that will be holding a roof-mounted solar array; or soil analysis, environmental impact reports or archeological studies for ground mounted solar arrays. If the permitting related fees for a Solar PV System exceed \$500, Buyer agrees to be responsible for additional fees by incorporating those fees into the contract via a signed Change Order. For other services, if contractor determines

that these costs will significantly exceed typical permit amounts, Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into the contract via a signed Change Order. If Buyer does not agree, the project will be terminated pursuant to Section 16.1.

7.4 Installation Delays If installation is delayed by more than thirty (30) days once work has commenced due to acts or omissions of Buyer, Contractor will have the option to require a Change Order is executed to account for any additional costs or changes to the construction schedules or may in its sole discretion cancel this Contract pursuant to Section 16.1.

7.5 Buyer Initiated Change(s) Buyer may initiate a Change Order to request changes to the project following start of construction. Such circumstance could include requests to move a solar array from one roof to another, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original scope of the project. The Buyer may not require the Contractor to perform extra work without written authorization. Buyer must contact the Contractor's office to initiate any Change Order rather than through installation crew staff on site.

7.6 Verbal Assent Although all Change Orders should be committed in writing, any changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and for which Contractor discusses such contemplated changes with Buyer and Buyer gives verbal assent, such verbal assent by Buyer to such changes will have the same full force and effect as written assent once Contractor has commenced construction of the Change Orders that were so discussed with Buyer.

8. DOCUMENTS INCORPORATED INTO THE CONTRACT.

8.1. Drawings, Specifications, Permits, and Fees. The work to be performed hereunder will be constructed according to the Proposal, drawings, specifications and other documents, created by Contractor for the project. All drawings and specifications are intended to supplement one another and are incorporated by reference to this Contract. In the event of a conflict, however, the specifications shall control the drawings, and this Contract shall control both.

8.2. Change Orders. Extra work and change orders ("**Change Orders**") become part of the Contract once an order is prepared in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. See Section 7.

8.3. Attachments. The following are incorporated by reference to this Contract: Limited Warranty; "Three-Day" Right to Cancel Notice; Notice of Cancellation; "Notice to Owner" Mechanics Lien Warning; and Insurance Notices.

9. FINANCE CHARGE. Interest shall accrue on any past due balance owed at the rate of 1.5% per month (or the highest rate not prohibited by law, whichever is lower) beginning on the 16th day after receipt of the invoice by Buyer. This remedy shall be in addition to, and not exclusive of, any other remedy available under this Contract or applicable law.

10. FINANCIAL ASSURANCES. Prior to commencement of work, and at each stage anticipated thereafter, Contractor shall have the right to request reasonable assurances that Buyer can fulfill its financial obligations hereunder. If the evidence of financial arrangements is not satisfactory to Contractor, then Contractor may stop work hereunder until such financial assurance is provided or may terminate this Contract with written notice to Owner and Contractor will be entitled to any unrecoverable costs in the event of this termination.

11. LIEN RELEASES. Upon satisfactory payment being made for any portion of the work performed hereunder, Contractor, prior to any further payment being made by Buyer, shall furnish to Buyer a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the CA Civil Code

for that portion of the work for which payment has been made.

12. RISK OF LOSS. Buyer shall assume the risk of loss for all materials and equipment which are to be included in Contractor's work hereunder at such time as the materials and equipment are delivered to the Premises.

13. TITLE TO EQUIPMENT AND RIGHT TO REMOVE. Title to the equipment and materials supplied by Contractor will remain with Contractor and not pass to Buyer until all sums due Contractor have been paid. Contractor may, at its option, remove any portion of materials equivalent in value to any payment required hereunder and not paid within sixty (60) days after receipt of proper invoices thereunder without limiting Contractor's rights herein.

14. UNFORESEEN CONDITIONS. Contractor is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Premises arising out of conditions beyond Contractor's reasonable control (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to Buyer and get Buyer's written approval before beginning or continuing performance. Failure to provide such approval may result in Contractor exercising its termination rights pursuant to Section 16.1 of this Agreement.

A "Force Majeure Event" is any event, condition or circumstance beyond the control of, and not caused by Contractor's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power 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; animals; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Contractor's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

15. COMMUNICATIONS AND PROMOTION.

15.1 Opt-In Communications By signing this contract you agree to opt-in for Option One Solar email and text messages for communications and promotions after installation. You may unsubscribe or opt-out at any time by following the directions on the communication to be removed, or by calling our office at (760) 646-8444 to be removed.

15.2 Publicity Buyer grants to Contractor its representatives and employees the right to take photographs of Buyer and Buyer's Premises in connection within the Scope of Work of this contract. Buyer grants Contractor, its agents, and assignees the right to copyright, use, display, share, and advertise the photographic images, project details, price, and any other non-personally identifying information of your Project for any lawful purpose, including publicity, illustration, advertising, and Web content. You may opt-out of these publicity rights by providing written notice as described in Section 24.

15.3 Personally Identifiable Information Contractor shall not share your personally identifiable information or any data associating you with the Project location without your consent.

16. DEFAULT AND TERMINATION.

16.1 Buyer Default. Contractor may terminate this Agreement, upon seven (7) days written notice, for any material

or non-material breach of Contract terms, for any failure of Buyer to agree to an appropriate change order, for any failure of Buyer to pay Contractor any amount due, for any bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the performance process.

16.2 Contractor Default. Buyer may terminate this Agreement if Contractor fails to cure any material breach of any of the terms, conditions, representations, warranties, or guarantees expressed in this Contract within thirty (30) days written notice of the default from the Buyer.

17. COSTS; ATTORNEYS' FEES. If the Contract Price is not paid when due, Buyer shall pay all costs of collection, including reasonable attorneys' fees. The prevailing Party in any legal action or arbitration proceeding related to this Contract shall be entitled to receive from the other Party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding.

18. DISPUTE RESOLUTION; MEDIATION & ARBITRATION. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by mediation under the Home Construction Mediation Procedures of the American Arbitration Association. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Home Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the city in which Contractor's principal office is located in CA, U.S.A.

BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER Option One Solar NOR BUYER WILL HAVE THE RIGHT TO LITIGATE THEIR DISPUTES IN COURT OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION PROCEEDING. NEITHER PARTY WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. 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 EITHER PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

19. INSURANCE COVERAGE. Notices concerning commercial general liability insurance and worker's compensation insurance are attached to this Contract as **Attachment E**.

20. ASSIGNMENT; THIRD-PARTY BENEFICIARIES. Buyer may not transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises or an interest therein. There are no third-party beneficiaries to this Contract. Nothing in this Contract shall create a contractual relationship with or a cause of action in favor of a third-party against either Party. Notwithstanding the above, (i) Contractor may assign this Contract without notice to, or consent of, Buyer in the event of a merger (by operation of law or otherwise), reorganization, consolidation or sale of all or substantially all of Contractor's assets, and (ii) if all or any of this Contract is to be financed through a financial institution, Buyer may assign its rights hereunder to such institutions. Buyer and Contractor will make, execute and deliver all forms reasonably required by a lender for such purposes.

21. LIMITATION OF LIABILITY. CONTRACTOR'S SOLE LIABILITY, AND BUYER'S SOLE REMEDY, WITH RESPECT TO ANY WORK AND MATERIALS WHICH BREACH CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL BE FOR CONTRACTOR TO REPAIR, REPLACE OR RE-PERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIAL WITHIN FOURTEEN (14) BUSINESS DAYS OR SUCH PERIOD COMMERCIALY REASONABLE ACCORDING TO INDUSTRY STANDARDS AFTER WRITTEN REQUEST BY BUYER.

22. INDEMNITY. Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud. The foregoing shall not be limited to, or by, any insurance coverage which may be in force or required to be in force.

23. GOVERNING LAW. This Contract shall be governed by and interpreted in accordance with the laws of the State of CA.

24. NOTICE. All notices under this Contract shall be made in the same manner as set forth in the Agreement to the addresses listed below. Any notice required or permitted under this Contract shall be deemed given, if in writing, on the fifth (5th) day after deposit in the U.S. Mail, first-class postage prepaid, and addressed to the Party at the address shown in this Contract, although such address may be changed by written notice from one Party to the other as necessary.

Option One Solar
13581 John Glenn Rd., STE A , Apple Valley, CA
PHONE: (760) 646-8444
EMAIL: info@OptionOneSolar.com

25. DISCLOSURES.

25.1 Performance and Payment Bond. Buyer has the right to require Contractor to have a performance and payment bond covering the work described herein.

25.2 Three-Day Right to Cancel Notice. Unless this Contract is negotiated at Contractor's place of business, you have a statutorily prescribed three-day right to cancel this Contract for a full refund of your deposit, if any, at any time prior to midnight of the third business day after the date that you sign this Contract. The law requires that contractors give you a notice explaining your right to cancel. Please initial hereafter if Contractor has given you a "Three-Day Right to Cancel Notice."

Buyer(s) Initials: *pm* _____

25.3 REMEDIES UPON BUYER'S BREACH. Without limiting any of Contractor's other rights and remedies, upon any breach by Buyer, including any failure of Buyer to pay Contractor any amount due, or if Buyer cancels this Agreement after Contractor commences construction (i.e., any work for the System(s)) at your home, Contractor shall have the right to: (i) pursue a stop work order at the Premises; (ii) prevent any more work from being done at the Premises until the breach is cured and a bond is posted by the Buyer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Premises; and (v) any other legal remedies including but not limited to mechanics liens or similar remedies. Your initials below acknowledge your reading and understanding this section.

Buyer(s) Initials: *pm* _____

25.4 Smoke Detector Requirement Per California SB183, smoke detectors are required to be installed in all bedrooms. In addition one smoke detector and one carbon monoxide detector are required outside of each sleeping area, typically the hallway leading to sleeping areas. This is NOT included in our contract pricing. If the dwelling is not up to current electrical code, then it must be brought up to code prior to inspection. It is understood that there will be an additional charge unless the Buyer meets this requirement on their own (10 year non-replaceable battery type

ok). Your initials indicate that you understand this requirement.

Buyer(s) Initials:

AM

25.5 Potential for Damage to Roof Tiles If your PV System will be mounted upon a tile roof, and pre-existing roof tiles have been properly installed (which cannot be determined visually), the work to install the Solar PV System may result in breakage of no tiles to several tiles. All roof tiles such as Eagle Lightweight, Spanish, and clay tiles or similar have a higher breakage rate and will have a maximum breakage allowance under this contract of up to \$500. Improperly installed tiles (as determined by Contractor) are not covered.

25.6 Buyer's Energy Use and Solar PV System Energy Production Capacity Contractor has sized the PV Solar System based on the historic electric energy usage provided by the Buyer to the Contractor, either by exact utility bills or verbally given to Contractor.

Buyer's Certified Annual Energy Use: 8,724 kWh

Contractor has also factored in available space, orientation, and access to sunlight throughout the year. Buyer understands there is no guarantee of an exact offset percentage due to many variables including changes in Buyer's usage habits, sun hours, potential for shading, etc. By intialing below, Buyer certifies its annual electric energy use is accurate and has had the opportunity to ask questions and is completely and fully satisfied on the system design, size, and estimated offset as is stated.

Buyer(s) Initials:

AM

ATTACHMENT A LIMITED WARRANTY

1. ELIGIBILITY. This Limited Warranty protects only the Buyer of the materials and services described in the Contract Scope of Work. This Limited Warranty contains the parties' entire agreement regarding the limited warranty. No verbal warranties by any party are permitted under this contract. Warranty is valid on fully paid contracts only. Non-payment, late payments outside the contracted payment schedule or contract not paid in full will VOID all of Contractor's Limited Warranties.

2. START OF WARRANTY PERIOD. This Limited Warranty begins at substantial completion of the project, as defined by the point in time when the relevant building officials sign-off their on approval of the inspected System(s) (city/county permit final sign off).

3. CONTRACTOR'S LIMITED WARRANTY. Contractor warrants that all work is of good quality and installed, constructed and accomplished using skill, care, and diligence. All work will be performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals, and consistent with all prudent industry practices. Contractor warrants that all materials will be new unless otherwise specified, and of good quality. All Materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier.

3.1 New Solar PV System and/or Energy Storage System - Repair or Replacement. Option One Solar warrants the Solar PV System and/or Energy Storage System installations included in the Scope of Work against known material faults and defects in workmanship ("Defects") for a period of 10 years after substantial completion. This warranty covers the Solar PV System and/or Energy Storage System only and provides for no-cost repair or replacement of the System or its components, including any associated labor during the warranty period. The separately included manufacturer ("OEM") warranties for the installed equipment (including but not limited to solar panels, inverters, optimizers (if applicable), racking, and batteries) are in lieu of, and not in addition to Contractor's warranty obligations. Any claims for defect in workmanship or otherwise related to, or arising from, those materials are excluded from Contractor's warranty obligations. Repair or replacement as provided under this warranty is the exclusive remedy of Buyer. Contractor may repair or replace the Solar PV System, or Energy Storage System, or their components with new or refurbished components at Contractor's sole discretion.

3.2 Roof and Building Penetration Warranty

All roof penetrations we make for your Solar PV System installation will be watertight for a period of five (5) years. Contractor will not warrant any roofing related issues outside of the scope of the work required to install the System. This Roof and Building Penetration Warranty applies to the repair or replacement to damage of the roof area affected by the Contractor's work. This warranty does not cover the repair, replacement or value of any personal property within the Premises or the structural and building materials within the Premises. Contractor shall only be responsible for reasonable and customary costs associated with repairing or replacing reasonable and customary roofing material on the Premises.

3.3 Damage Warranty We will repair any damage we cause to your Premises, your belongings or your property or pay you for the damage we cause, as limited by Section 10 of this Warranty, for the full Warranty Period (except damages that result from our roof penetrations, which are covered as described by the Roof Penetration Warranty in

Section 3.2 above).

4. MANUFACTURER'S "OEM" WARRANTIES. Buyer should note that materials manufacturers separately warrant workmanship and production of their own products. Contractor shall make available to Buyer all warranty documents relative to the equipment and materials incorporated in the Scope of Work as provided by the applicable manufacturers. It is the Buyer's responsibility to be aware of the individual warranties and limitations on the equipment provided and maintain manufacturer paperwork hereafter for said warranties. Contractor will also be the warranty administrator for such manufacturer warranties and as such it will, on a reasonable basis, provide a first line of support on any manufacturer warranty claims. Contractor shall coordinate with any manufacturer to the extent that any manufacturer warranty shall apply with respect to such warranty claims. Contractor does not warranty materials or replacements either along with or beyond manufacturer warranty. No other warranties are provided by Contractor except labor as specifically set forth in this Agreement.

4.1 Twelve Month Replacement Labor Warranty on PV Solar Materials Manufacturer "OEM" warranties do not cover labor costs associated with replacing defective equipment under the manufacturer's warranty. For Solar PV materials only, Contractor will facilitate and perform labor installation on manufacturer warranty work at no cost to Buyer for a period of 12 months after substantial completion. Immediately thereafter the 12 month period is completed, *if manufacturer warranty replacements are needed*, Contractor will charge for labor based on our service call fee schedule at the time of service, and a 2 hour minimum charge will apply. The 12 month manufacturer warranty work is excluded for systems owned by third parties (lease or PPA agreements).

4.2 Manufacturer Replacement Labor Warranty on Non-Solar Materials Manufacturer "OEM" warranties do not cover labor costs associated with replacing defective equipment under the manufacturer's warranty. Contractor does not extend any type of manufacturer replacement labor warranty on non-solar materials. If the Buyer requires manufacturer warranty replacement of defective non-solar materials (as defined above in this agreement), Contractor will charge for labor based on our service call fee schedule at the time of service and a 2 hour minimum charge will apply.

5. BUYER'S OBLIGATIONS. During the Warranty Period you agree:

1. To grant to Contractor and its employees, agents, and contractors the right to reasonably access all of the Premises as necessary for the purposes of compliance with this Limited Warranty
2. If you want to make any repairs or improvements to the Premises that could interfere with a System (such as repairing the roof where a PV Solar system is located), you may only remove and replace the System pursuant to Section 6 of this Limited Warranty.
3. To only have a System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
4. To be responsible for any conditions at your Premises that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
5. To not remove any markings or identification tags on a System;
6. To permit Contractor, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
7. To not do anything, permit or allow to exist any condition or circumstance that would cause a System not to operate as intended at the Premises;
8. To notify Contractor if you think a System is damaged, appears unsafe or is stolen; and that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Contractor's prior written consent.
9. To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Contractor installed it;
10. To not modify your Premises in a way that shades the System;
11. To keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;

12. That if Contractor installs a safety anchor in your roof during the installation of the System, Contractor may leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for Contractor use only. Buyer is not authorized to use this anchor.

6. SYSTEM REPAIR, REMOVAL, AND REINSTALLATION. You agree that if (i) a System needs any repairs that are not the responsibility of Contractor under this Limited Warranty or (ii) a System needs to be removed and reinstalled to facilitate remodeling of your Premises, you will have Contractor, or another similarly qualified service provider, at your expense, perform such repairs or removal and reinstallation.

Contractor agrees to charge a competitive price to remove a System while repairs or remodeling are being made, and to reinstall the System after repairs or remodels are completed. Buyer agrees to provide storage space for the System during such time.

7. EXCLUSIONS TO LIMITED WARRANTIES.

7.1 Items Not Covered By Warranty

1. Manufacturer's material defects;
2. Any systems repaired by Contractor, but previously installed by other contractors;
3. Any PV Solar system with the type or serial number(s) altered, removed, or illegible;
4. Any PV Solar system installed in a mobile or marine environment;
5. Cosmetic defects, such as discoloration, fading of paints and finishes, shrinking/cracking of grouts and caulking, and scratches caused by normal wear and tear, or exposure to sunlight;

7.2 Conditional Exclusions The limited warranties and energy production guarantee provided in this Limited Warranty do not apply to any lost energy production or any repair, replacement, or correction required due to any of the following:

1. Manufacturer's material defects;
2. Normal wear and tear under normal operation;
3. Any improper or insufficient maintenance, negligence, or improper operation of the Project in accordance with printed instructions provided with any of the project's System(s) by Buyer or persons other than Contractor;
4. Buyer's failure to comply with the terms of, or cooperate with Contractor during, the warranty claim process, including failure to report system failures or damage, or being unavailable to provide access or assistance to Contractor in diagnosing or repairing a problem;
5. Any pre-existing conditions unknown to the contractor;
6. Someone other than Contractor or its approved service providers installed, removed, re-installed or repaired the System;
7. Any repair or replacement using a part or service not provided by, or authorized in writing by Contractor;
8. Damages to any covered materials or equipment caused by, in Contractor's judgment, accident (e.g. ball strikes), abuse, or alterations by Buyer or other third party;
9. Damage resulting from improper use or connection to incompatible equipment by the Buyer or any third party (other than Contractor);
10. Damage to Buyer's roof that results from Contractor roof penetrations after the end of the Roof and Building Penetration Warranty;
11. Any system failure or lost energy production not caused by a Solar PV System defect (e.g. the Solar PV System is not producing power because it has been removed to make roof repairs or Buyer has required Contractor to locate the inverter in a non-shaded area);
12. Any lost energy production from shading caused by foliage that is new growth, or is not kept trimmed to its appearance on the date the Solar PV System was installed;
13. Theft or vandalism of the System;

14. Damage caused by environmental pollution (such as soot, salt damage, or acid rain), or resulting from mold, fungus and other organic pathogens;
15. Any Force Majeure Event (as defined by Section 14 of Contract Terms);
16. Loss of Grid Power (for ANY reason) for more than 36 days cumulatively within two year period;
17. Any negligence or willful misconduct by Buyer, or Buyer's agents or representatives;

7.3 Specific Energy Output This limited warranty does not warrant a specific Solar PV System power output. See the Solar PV module manufacturer's warranty.

7.4 Specific Investment Returns Contractor does not make any promises or guarantees about any return-on-investment metrics related to the systems that produce energy, reduce energy consumption (efficiency measures), or save and discharge energy (battery systems). This includes but is not limited to home resale value, rates of return, payback timeframes, etc. These metrics are strongly effected by multiple variables outside the control of contractor, including, but not limited to utility rates and rate structures, energy needs and usage patterns, system performance degradation, and maintenance costs.

8. FORCE MAJEURE If Contractor is unable to perform all, or some of its obligations under this Limited Warranty because of a Force Majeure Event (as defined in Section 14 of Contract Terms), Contractor will be excused from whatever performance is affected by the Force Majeure Event, provided that:

1. Contractor, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
2. Contractor's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
3. No Contractor obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

9. MAKING A CLAIM Option One Solar suggests that you retain the sales contract for the Scope of Work as evidence of the date of substantial completion. To make a claim for warranty service, Buyer must provide notification of the claim within the warranty period along with evidence of the date of purchase by any of the following methods:

- Email Contractor at the email address in Section 24 of Contract Terms;
- Write Contractor a letter and send it in overnight mail with a well-known service; or
- Call Contractor at the number in Section 24 of Contract Terms.

9.1 Inspection and Evaluation. Within thirty (30) business days from receipt of a warranty claim, Contractor or its designated representative shall have the right to inspect the Project, conduct tests, and review any claims by Buyer to determine if warranty coverage is applicable. Contractor's evaluation shall be the sole determination for purposes of warranty settlement with respect to the Warranty. Contractor reserves the option to repair, replace, or refund any defective parts or workmanship under this limited warranty with such remedy chosen at Contractor's sole discretion. Warranty work, if necessary, will generally be completed within sixty (60) days of written request by Buyer and subsequent agreement by Contractor that such work is required. Any refund will be pro-rated by the number of years and/or months from the date of purchase. The return of any components will not be accepted by Contractor unless accompanied by a valid Return Material Authorization Number ("RMAN") and prior written authorization by Contractor.

9.2 Replacements. Contractor reserves the right, at its sole option, to deliver another type of new or refurbished System component that may differ in size, color, shape, model number, and/or power level from the original. System components that are replaced by Contractor shall become the property of Contractor.

9.3 Repairs. Contractor will not make cash payments for any System damage. Rather, it will make System repairs as provided in this Limited Warranty.

9.4 Warranty on Repairs or Replacements The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this warranty.

10. LIMITATION OF WARRANTY SCOPE. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE SYSTEM(S) AND WORK PERFORMED PURSUANT TO THE WARRANTY. Option One Solar HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON CONTRACTOR'S PART. Option One Solar SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF, OR RELATED TO, A SOLAR PV SYSTEM OR ANY OTHER SYSTEM INCLUDED IN THE SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN A SYSTEM, OR FROM USE OF INSTALLATION. IN NO EVENT SHALL Option One Solar OR ITS REPRESENTATIVES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. CONTRACTOR'S TOTAL LIABILITY RELATING TO THIS WARRANTY, IF ANY, SHALL IN NO EVENT EXCEED THE FOLLOWING: i) FOR SYSTEM REPLACEMENT, THE ORIGINAL PRICE FOR THE SYSTEM(S) OR SERVICE(S) FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM, ii) FOR DAMAGES TO PREMISES OR PERSONAL PROPERTY, TWO MILLION DOLLARS (\$2,000,000).

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

11. DISPUTES. Any controversy or claim arising out of or relating to this Warranty, or breach thereof, shall be settled as per Section 18 of Contract Terms.

12. ASSIGNMENT.

12.1 Third-Party Beneficiaries. Buyer may not transfer or assign this Warranty and its rights and obligations herein to a successor or purchaser of the Solar System or Premises upon which the Solar System is installed, including any interest therein, without the written consent of Contractor. There are no third-party beneficiaries to this Warranty. Nothing in this Warranty shall create a contractual relationship with, or a cause of action in favor of, a third-party against Contractor. Notwithstanding the above, if all or any part of Buyer's purchase of the Solar System is to be financed through a financial institution, Buyer may assign its rights hereunder to such institutions. Contractor will make, execute, and deliver all forms reasonably required by a lender for such purpose.

12.2 Contractor Obligations: Contractor may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Contractor's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation.

I, THE UNDERSIGNED BUYER, HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE FOREGOING WARRANTY TERMS AS PART OF THIS CONTRACT:

Buyer(s) Initials: pm _____

**ATTACHMENT B
NOTICE TO BUYER
MECHANICS LIEN WARNING**

(Statutorily Required Language)

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

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

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

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

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

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

ATTACHMENT C
THREE-DAY RIGHT TO CANCEL NOTICE

(Statutorily Required Language)

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

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

ATTACHMENT D
NOTICE OF CANCELLATION
(Statutorily Required Language)

Date of Residential Building
Improvement Agreement: _____

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date of the Contract.

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 Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your premises, 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 Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor 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 Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Option One Solar at 13581 John Glenn Rd., STE A Apple Valley CA 92308 not later than midnight of third business day after .

I hereby cancel this transaction on: _____
Buyer (print): _____
Signature: _____
Address: _____

ATTACHMENT E INSURANCE NOTICES

Commercial General Liability Insurance (CGL)

This Contractor carries commercial general liability insurance.

Carrier Name: US Specialty Insurance Co.
Telephone: (469) 633-7400

Workers' Compensation Insurance

This Contractor carries workers' compensation insurance for all employees.

Carrier Name: ACE American Insurance Co
Policy Number: RWC C64393005
Expiration: 08/01/2019
Agent: Cheryl Laws
Telephone: (909) 890-3633

ATTACHMENT F Information About The Contractors State License Board ("CSLB") (Statutorily Required Language)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

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

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826.