Sunrun Total Solar

Solar Power Service Agreement Summary
BILL BYERS
39926 Meadowcrest Way, Palmdale, CA, 93551

ESTIMATED SOLAR ENERGY OUTPUT TO BE DELIVERED

YEAR 1: 9,395 kilowatt-hours (kWhs)

INITIAL TERM: 178,544 kWhs

ESTIMATED ANNUAL ENERGY SOURCES

	BEFORE SOLAR	WITH SOLAR*
FROM UTILITY	9,517 kWhs	122 kWhs
FROM SUNRUN	0 kWhs	9,395 kWhs

* Actual results may vary. This estimate assumes: 1) your use of electricity remains constant, and 2) the Solar Facility produces as projected.

CONTRACT PRICE

Non-refundable Electricity Deposit (due today)	$0
Initial Electricity Payment (due at installation)	$0
Monthly bill† Year 1 Annual increase	 $133.10 (plus taxes, if applicable) 0.0%
Cost per kWh, Year 1	$0.170, excluding Upfront Payment (if any)
Average cost per kWh, Initial Term	$0.179, including Upfront Payment and annual increase (if any)

† Monthly payments shown include a $5 discount for paying through ACH withdrawal from your checking or savings account. If you do not elect automatic payment through ACH withdrawal from your checking or savings account you will not receive this discount and each monthly payment will be $5 greater.

PAYMENT METHOD (SELECT ONE)

☑ ACH Autopay ☐ Pay by check ($5 monthly service fee)

Your initials indicate that you have read, understand and accept the explanation of estimated energy output, energy sources and payment terms. You understand that Sunrun has the right to check your credit and you agree that Sunrun will make final determination of customer eligibility.

Accepted by (Initials) BB BB

Date Jan 28, 2013

THE SOLAR FACILITY IS OWNED BY SUNRUN INC. AND/OR ITS AFFILIATES.
SUNRUN INC. | 45 Fremont Street, 32nd Floor, San Francisco, CA 94105 | 415-580-6900 | CSLB No. 969975

Agreement Overview

Sunrun Is Serious About Providing You Quality Service for the Life of Your Contract.

SOLAR PEACE OF MIND

- Sunrun offers a Performance Guarantee. If your system does not produce the power output guaranteed in this agreement, we'll refund you for lost power.
- If your system overperforms you keep the excess power free of charge.
- Sunrun's customer care team is available by phone and email to respond promptly to any questions or concerns you may have.
- When we arrange for installation of a system, Sunrun owns the panels, and we monitor them constantly. Sunrun will insure, maintain, and repair the Solar Facility at no additional cost to you including inverter replacement.
- Sunrun only works with insured partners who have all required licenses to perform the work necessary to install and maintain your system.

AGREEMENT OVERVIEW

Sunrun wants you to be confident in choosing us as your solar power service provider for the next 20 years. While it's still necessary to read your entire Agreement, there are a few important points to be aware of:

- After going solar you will continue to receive a bill from your Utility. Based on the information you provided Sunrun about your previous year's power consumption of 9,517 kWhs, your system is sized to offset 99% of the power you currently purchase from your Utility.
- This Agreement becomes effective when both you and Sunrun have signed the Agreement and continues in effect for 20 years following the date your Utility grants permission to operate the Solar Facility.
- Your first year monthly payment amount is $133.10. This amount will increase by 0.0% annually for the term of the Agreement. This amount includes a $5 discount per month for automatic payment through ACH withdrawal from your checking or savings account.
- Sunrun offers a 100% Performance Guarantee. If your system underperforms, Sunrun will refund you for lost power at the rates shown in Exhibit A. If your system overperforms, you keep the excess power at no extra charge.
- You are responsible for payments during the full term of this Agreement. If you sell your house, you have two options: 1) Transfer the Agreement to the new homeowner, 2) Purchase the system. You may prepay the remainder of the payments due under the Agreement to make the transfer even more attractive to the new homeowner. Whichever option you choose, Sunrun will guide you through the process.
- Your request for a pricing plan change must be submitted within 21 days of signing this Agreement, but before installation has begun. If installation begins within 21 days of signing this Agreement, the start of installation will mark the date after which you can no longer change your pricing plan.
- You may only purchase the Solar System at certain specific times during the term of this Agreement. Those times are listed in section 10.
- At the end of this Agreement's 20 year Initial Term: 1) Sunrun will remove the Solar Facility at no cost to you, unless you 2) Purchase the Solar Facility at its then fair market value, or unless 3) This Agreement is automatically renewed per the terms specified in Section 12 and Exhibit A.

Accepted by (Initials) BB

Your initials indicate that you have read, understand and accept the information listed above.

SUNRUN SOLAR POWER SERVICE AGREEMENT

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR ELECTRIC ENERGY TO BE SUPPLIED BY A SOLAR PHOTOVOLTAIC SYSTEM THAT WILL BE INSTALLED AT YOUR PROPERTY AND OWNED AND MAINTAINED BY SUNRUN INC. ("SUNRUN"). YOU ARE ENTITLED TO A COMPLETELY FILLED OUT COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND SUNRUN, BEFORE ANY WORK MAY BEGIN.

1. Introduction

(a) You are entering into this Sunrun Solar Power Service Agreement ("*Agreement*") with Sunrun Inc., together with its successors and Assignees, ("*Sunrun*"). You represent that you are at least eighteen (18) years of age, that you are the owner of the property located at 39926 Meadowcrest Way, Palmdale, California, 93551 ("*Property*"), and that your current utility is SCE. You further represent that every person or entity with an ownership interest in the Property has agreed to be bound by this Agreement.

Accepted by (Initials): BB

(b) Sunrun is a Delaware Corporation. You may contact Sunrun by mail at 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, by telephone at (415) 580-6900, or over the Internet at www.sunrunhome.com. Sunrun will arrange for the design, permitting, construction, installation, testing, and activation of a solar photovoltaic system ("*Solar Facility*") to be located on the roof of your house and/or grounds of the Property.

(c) You agree to allow Sunrun to install and maintain the Solar Facility on the grounds and/or roof of the Property at a specific location to be approved by Sunrun. You further agree to purchase all electric energy generated by the Solar Facility at the price specified in this Agreement.

2. Solar Facility

(a) Sunrun will arrange for the design, permitting, construction, installation and testing of the Solar Facility on the roof or grounds, as applicable, of the Property in material accordance with a system design that you will have approved. Thereafter, Sunrun will operate and maintain the Solar Facility so as to generate electric energy for use at the Property. Sunrun will perform these obligations ("*Sunrun's Obligations*") during the Initial Term of this Agreement. During any Renewal Terms Sunrun will perform Sunrun's Obligations for as long as the Solar Facility remains economically viable.

(b) You acknowledge and agree that:

(i) The Solar Facility will be removable equipment and will not be a fixture or otherwise part of the Property.
(ii) Sunrun will own the Solar Facility and you will have no ownership interest in the Solar Facility.
(iii) The Solar Facility will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Property, or any other property belonging to you. You will have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the Solar Facility at any time. As such, Sunrun will not apply a lien to your title for the Property.
(iv) Sunrun may file a Notice of an Independent Solar Energy Producer Contract, pursuant to Article 3 of the California Public Utilities Code.
(v) The Solar Facility will be used primarily for household purposes but not to heat a swimming pool.

(c) Sunrun will be responsible for all costs and expenses related to performing Sunrun's Obligations. You agree that Sunrun has the authority and discretion to use contractors or agents to perform or assist Sunrun in performing Sunrun's Obligations.

(d) Sunrun estimates that the Solar Facility will be capable of generating 9,395 kilowatt-hours ("*Initial Year One Production Estimate*") of electric energy during its first year of operation, but due to several reasons, including natural variation in weather, actual production will vary. Due to expected panel degradation, Sunrun estimates that the Solar Facility will be capable of generating 19.0042 times this amount of kilowatt-hours ("*kWh*") during the Initial Term ("*Estimated Output*"). As set forth in Section 8, Sunrun will issue a refund to you if your system does not perform as expected. Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar Facility's actual or expected output or performance.

(e) You agree that Sunrun, at its own expense, will install, maintain, and periodically test a meter at the Property that will measure all electric energy delivered to you from the Solar Facility. If the meter breaks or is found to be inaccurate, Sunrun will adjust the bill as applicable in the next billing cycle by applying a credit for any overcharges or applying an additional charge for any under-charges. 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 Sunrun who may come onto the Property with your knowledge or permission.

3. Design and Installation

(a) **Description of the Significant Materials to be Used and Equipment to be Installed**. The primary equipment used for the Solar Facility will typically include a series of interconnected photovoltaic panels, an inverter, racking materials, and a production meter. Other materials generally used as “balance of system” are disconnects, breakers, load centers, wires, and conduit. The design for the Solar Facility will be presented to you prior to installation. You will have five (5) business days following this presentation to request a change or cancel this Agreement pursuant to Section 12(e). Otherwise, you will be deemed to have approved the Solar Facility design. With your written, deemed, or verbal approval, Solar Facility installation may begin at any time.

(b) If you wish to change the design or installation process, Sunrun will use commercially reasonable efforts to accommodate your request. (See Section 4 regarding Extra Work and Change Orders.)

(c) If an obligation excluded from this Agreement in Section 20 must be performed in order to properly effect the installation of the Solar Facility, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation.

In this instance, Sunrun will not unreasonably withhold such approval.

(d) Sunrun will obtain any permits needed for installation of the Solar Facility. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service application in Section 5(a). You agree to complete and return to Sunrun and/or its representatives, as appropriate, all applicable rebate documentation and, where applicable, Renewable Energy Credit documentation, upon request and following the In-Service Date. If you do not return the rebate or Renewable Energy Credit documentation, Sunrun may invoice you for the Final Rebate amount (as defined in Section 4(a)(iii)).

(e) For the Initial Term and any Renewal Terms you agree to maintain the Property, at your expense, such that the Solar Facility retains shading conditions present at the time of Installation.

(f) Sunrun requires its contractors to employ licensed personnel whenever required by applicable law, regulation or code.

(g) Sunrun, its contractors and agents shall at the end of each business day keep the Property reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all of their tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Property.

(h) Subject to the exclusions set forth in Section 20, Sunrun will return your Property to a condition similar to its original condition, provided that you notify Sunrun in writing or by e-mail of any deficiencies in restoration within five (5) business days of the municipal building inspector approval of the Solar Facility.

4. Changes to the Agreement

(a) Prior to installation, the following conditions may change the expected costs and benefits of the Solar Facility to both you and Sunrun:

(i) Change to the design of your Solar Facility.
(ii) Change in the system's annual energy production estimate, expressed in kWh, provided by the Solar Initiative Expected Performance Based Buydown Calculator ("*EPBB calculator*") ("*Final Year One Production Estimate*").
(iii) Change in the final rebate amount associated with installing the Solar Facility ("*Final Rebate*").
(iv) The availability of cellular service at the Property.

If any of these conditions occur, Sunrun may choose to modify the terms of this Agreement or cancel the Agreement. If Sunrun chooses to modify the terms, Sunrun will notify you in writing and you will have five (5) business days to accept the modified terms or cancel this Agreement pursuant to Section 12(e). If you do not respond to Sunrun within five (5) business days, Sunrun may deem you to have cancelled the Agreement. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. In order to be enforceable, the order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract. A contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by the contractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

(b) You may choose to accept changes under this Section 4 in writing or by electronic mail. If a change pursuant to this Section 4 increases the Upfront Payment after you have already paid it to Sunrun, you agree to immediately pay Sunrun the increase in the Upfront Payment. Sunrun may suspend installation until this payment is received.

(c) If for a period of one hundred eighty (180) days Sunrun fails to perform its obligations required to commence installation of the Solar Facility and you have fulfilled all of your obligations under this Agreement, you may cancel this Agreement, in which case Sunrun will refund to you the Upfront Payment set forth in Exhibit A, provided that your Property was accessible and in a state fully ready to permit the installation of the Solar Facility. Likewise, if you cause the installation of the Solar Facility to be delayed in excess of one hundred eighty (180) days, Sunrun may cancel this Agreement.

(d) Your request for a pricing plan change must be submitted within 21 days of signing the Agreement, but before installation has begun. Once installation has begun, you can no longer change your pricing plan. If installation begins within 21 days of signing the Agreement, the start of installation will mark the date after which you can no longer change your pricing plan.

5. Purchase and Sale of Electricity

(a) As of the In-Service Date, you must be taking service from the Standard Net Metering Service ("*NEM Service*") from your local utility ("*Utility*"). You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to use the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun. You agree to execute all documentation associated with NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its affiliates, and/or the Utility.

(b) Sunrun agrees to sell to you, and you agree to purchase from Sunrun, all electric energy produced by the Solar Facility. All electric energy produced by the Solar Facility will be made available to you for use at the Property.

(c) If at any time you need more electric energy than is being produced by the Solar Facility ("*Supplemental Energy*"), you will be solely responsible for purchasing that electric energy from another supplier, such as your Utility. During the term of this Agreement you should expect to purchase Supplemental Energy from your Utility. Depending on the terms of your NEM Services, the Utility will bill you either annually or monthly. Sunrun will not

be in default of this Agreement and will not be responsible for any Supplemental Energy you purchase to complement the electric energy produced by the Solar Facility.

(d) You agree that for all electric energy you purchase from Sunrun under this Agreement you will pay Sunrun the prices set forth in Exhibit A.

(e) The price specified in subpart (d) above does not include taxes. If any taxes are assessed on the sale of electric energy, the Property, or on your purchase of the Solar Facility from Sunrun under this Agreement, and such taxes are paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

(f) You agree that title to and risk of loss for the electric energy purchased under this Agreement shall pass from Sunrun to you at the time when the electric energy reaches the point of interconnection, i.e., at the point where the Solar Facility connects to the Property's connection to your Utility.

(g) You agree that Sunrun alone will receive any credit, rebate, environmental attribute, or other payment or offset that may be attributable to the Solar Facility and all incentives will be sole property of and transferable by Sunrun. Notwithstanding the foregoing, if you purchase the Solar Facility from Sunrun, you will own, and be entitled to proceeds from the sales of, solar renewable energy credit and renewable energy credit earned after the date you purchase the solar facility from Sunrun.

6. Billing and Payment

(a) For each billing cycle, Sunrun will prepare a written or electronic invoice and charge your account for the Monthly Payment as set forth in Exhibit A. Your first monthly payment will be due on the first day of the second month after the In-Service Date. Your first monthly payment will cover the time period from the In-Service Date through the end of the month that includes the In-Service Date and could be less than the scheduled dollar amount for the first year's remaining 11 monthly payments if the In-Service Date is other than the first day of the month. Your 240th monthly payment will cover the last full calendar month of the Initial Term. Because your Initial Term ends on the 20th anniversary of the In-Service Date, if the In-Service Date is other than the first day of the month, your final (241st) monthly payment will cover the partial calendar month that includes the 20th anniversary of your In-Service Date. The exact dollar amount of your first and final (241st) monthly payments will depend on when your In-Service Date occurs and on the actual portion of the month that is covered by the first and last (241st) monthly payments. (For convenience, the table in Exhibit A is based on the assumption that the In-Service Date will be the 1st day of the month.)

(b) Sunrun will mail or e-mail you an invoice no later than ten (10) days after the end of each billing cycle. You agree to pay the amount specified in each invoice by the due date specified in such invoice (which shall be on the first day of the subsequent month). If Sunrun does not receive your payment by the due date on the invoice, Sunrun may charge you the lesser of an administrative late fee of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, or (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

(c) Monthly payments shown include a $5 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account you will not receive this discount and each monthly payment will be $5 greater.

(d) You may pay Sunrun with a check drawn on a United States bank account mailed to Sunrun's main office or you may agree to authorize Sunrun to deduct the invoice amount directly from your bank account each month.

7. Prepayments for Electric Energy

(a) At any time, you may prepay all of the expected amounts you will owe Sunrun during the remaining portion of the Initial Term ("*Prepayment*") by contacting Sunrun.

(b) The Prepayment shall equal the remaining monthly payments for the current year, plus the discounted value of each successive year's expected annual payment. Future year's expected payments will be calculated by multiplying the Estimated Output for that year by the price per kWh rate as set forth in Exhibit A. The future years' payments will be discounted at the lesser of (x) the prime rate (as published by the Wall Street Journal) plus 100 basis points or (y) 5.0%.

(c) If you make a Prepayment, Sunrun will continue to guarantee the output of your Solar Facility and will issue refunds as described in Section 8.

(d) If you decide to make a Prepayment, the Solar Facility will remain at your Property and Sunrun will maintain it for the remainder of the Initial Term.

8. Guaranteed Output and Refunds

(a) Sunrun guarantees that the Solar Facility will generate one-hundred percent (100%) of the Estimated Output during the Initial Term of this Agreement (the "*Guaranteed Output*") or Sunrun will issue you a refund as described below. For the purposes of this Agreement, "*Actual Output*" shall mean the amount of electric energy created by the Solar Facility to date plus any kWh for which you have previously received a refund.

(b) If you purchase the Solar Facility from Sunrun pursuant to Section 10, and at the time of purchase the Actual Output is less than the Guaranteed Output, Sunrun will apply a credit towards the purchase price for the Solar Facility. This credit will be calculated by subtracting the Actual Output from the Guaranteed Output and then multiplying the result by the refund per kWh set forth on Exhibit A for the anniversary date that precedes the date of purchase.

(c) On the second anniversary of the In-Service Date and on every anniversary thereafter, Sunrun will issue you a credit if the Actual Output is less than the Guaranteed Output for that anniversary date set forth on Exhibit A. This credit will be calculated by subtracting the Actual Output for that anniversary date from the Guaranteed Output for that anniversary date, and multiplying the result by the refund per kWh for that anniversary date set forth in Exhibit A.

(d) If Actual Output is greater than Guaranteed Output per Exhibit A, you will not be charged any additional amount for this overproduction. Sunrun may use this overproduction amount (kWhs) to offset future underproduction should Actual Output be less than Guaranteed Output.

(e) For the purposes of the prior calculations, Actual Output shall include any kWh of electricity that would have likely been produced during any day that a grid failure disabled the Solar Facility or any day that you caused or requested the system to be shut down or to generate significantly less electric energy. For the avoidance of doubt, Guaranteed Output will be reduced if Sunrun notifies you that a tree or other obstruction is reducing electric energy production and you do not remedy, or cause to be remedied, such reduced energy production.

9. Substitute Payments

(a) You agree that if, through no fault of Sunrun, you cause or request the Solar Facility to be shut down, or if you cause an event that significantly reduces the production of electric energy by the Solar Facility, you will pay Sunrun a fee during each month that the Solar Facility is shut down or experiencing reduced production ("*Substitute Payments*"). However, Sunrun will not charge you Substitute Payments for the first seven (7) days during the Initial Term that the Solar Facility has been shut down or is experiencing reduced output.

(b) For each billing cycle during the first year that this Agreement is in effect, the Substitute Payment will equal (i) the current price per kWh established in Exhibit A, multiplied by (ii) the estimated daily generation implied in Section 2(d), as well as the number of days for which Substitute Payments are due, minus (iii) any payment due for any kWh that are produced by the Solar Facility during the current billing cycle. Substitute Payments shall be in addition to other payments otherwise due under this Agreement.

(c) For each billing cycle after the first year that this Agreement is in effect, the Substitute Payment will equal (i) the current price per kWh established in Exhibit A, multiplied by (ii) the kWh produced by the Solar Facility during the corresponding billing cycle in the previous year, minus (iii) any payment due for any kWh that are produced by the Solar Facility during the current billing cycle. Substitute Payments shall be in addition to other payments otherwise due under this Agreement.

(d) You will not be charged Substitute Payments for times when a grid failure results in the Solar Facility being deactivated.

10. Options to Purchase

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

(i) Upon the fifth anniversary of the In-Service Date
(ii) At the end of the Initial Term of this Agreement
(iii) Should you sell your Property during the Initial Term
(iv) Should Sunrun fail to perform Sunrun's Obligations (in accordance with Section 18)

(b) To purchase the Solar Facility pursuant to Section 10(a), you must deliver a written notice to Sunrun of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Sunrun within thirty (30) days of receiving an invoice from Sunrun for the purchase price.

(c) At the end of the end of the Initial Term you will have the option to purchase the Solar Facility for its fair market value (FMV) as determined at that time. Sunrun will determine the FMV of the Solar Facility by hiring an independent appraiser to estimate the value of a comparable in-service solar facility in your state and utility service area. This valuation will take into account the Solar Facility's age; location; size; and other market characteristics such as equipment type and equipment operating, maintenance and service costs, value of electricity in your area, and any applicable solar incentives.

(d) Sunrun will credit the purchase price by any refund due to you pursuant to Section 8(b), provided however, that in no case shall such a credit result in a net purchase price that is less than the minimum purchase price set forth on Exhibit A.

(e) At other times, please contact Sunrun at (415) 580-6900 to discuss the possibility of purchasing the Solar Facility.

(f) If you purchase the Solar Facility, Sunrun will continue to monitor the Solar Facility for as long as the meter continues to function, or until the twentieth anniversary of this Agreement, whichever is sooner. However, Sunrun will not provide any maintenance or repair unless you enter into a separate agreement with Sunrun, at your expense, to perform these services. If possible, Sunrun will assign to you any product and/or workmanship warranties still in effect for the Solar Facility.

11. Sale of Property and Assignment

(a) If you sell the Property you may assign this Agreement to the new owner, provided that the new owner meets Sunrun's reasonable credit requirements and first agrees in writing to be bound by all of the terms and conditions set forth herein. Please contact Sunrun or visit www.sunrunhome.com to obtain an assignment agreement.

(b) During the Initial Term, within sixty (60) days of entering into a contract to sell the Property you will have the option to purchase the Solar Facility in accordance with Section 10.

(c) If you sell or otherwise transfer your interest in the Property without either purchasing the Solar Facility or assigning this Agreement to the new owner in accordance with the terms of this Agreement, or if the new owner refuses to take assignment, then you will be deemed to have terminated this Agreement.

(d) Sunrun may assign, lease, sublease, or transfer the Solar Facility and this Agreement along with all rights and obligations hereunder to any third party (each, an "Assignee"), without first giving notice to you or obtaining your consent, for any purpose, including, without limitation, collection of unpaid amounts, financing of the Solar Facility's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity. If Sunrun or its Assignee chooses to transfer the Solar Facility or this Agreement to another party, you agree to treat this other party as your counterparty under this Agreement. Otherwise, the terms of this Agreement will not change if this Agreement or the Solar Facility is assigned, leased, or transferred by Sunrun or its Assignee, and the Assignee will not be able to interfere with your rights to the Solar Facility as long as you are fulfilling your obligations under this Agreement. If Sunrun transfers the Solar Facility or this Agreement to an Assignee, Sunrun will continue to operate and maintain the Solar Facility until you receive written notice otherwise.

12. Term and Termination

(a) You agree that this Agreement will only become effective when both you and Sunrun have signed the Agreement.

(b) This Agreement will continue in effect for twenty (20) years following the date Sunrun receives notice from the Utility that the Solar Facility is approved for operation ("*In-Service Date*"). This period shall be called the "*Initial Term*."

(c) At the end of the Initial Term, this Agreement will be automatically renewed for an additional one-year term ("*Renewal Term*"), unless you have purchased the Solar Facility or unless either you or Sunrun gives the other party to this Agreement a termination notice at least thirty (30) days prior to the expiration of the Initial Term. At the end of any Renewal Term, this Agreement shall be automatically renewed for an additional Renewal Term, unless either you or Sunrun gives the other party to this Agreement a termination notice at least thirty (30) days prior to the expiration of the Renewal Term then in effect.

(d) At the end of the term of this Agreement, if either you or Sunrun do not wish to renew it, Sunrun will remove the Solar Facility at no cost to you (unless you purchase the Solar Facility at the end of the Initial Term, or unless the term of this Agreement is automatically renewed). Sunrun agrees to leave your Property in the same general condition that existed immediately prior to removal of the Solar Facility.

(e) If you cancel this Agreement pursuant to Section 3, you will not be refunded your Electricity Deposit, and you will not owe Sunrun any further payments. If Sunrun modifies your Agreement pursuant to any of the factors listed in Section 4(a) such that there is a decrease in the annual energy production estimate, or if the payment terms increase, or if it is determined that you must pay for any site improvements to accommodate a solar system, then you may cancel this Agreement and your Electricity Deposit will be refunded.

(f) Sunrun will make a good faith effort to notify you between 30 and 60 days before the end of the Initial Term about (i) your end of term options and (ii) the rate for electric energy in the first Renewal Term (if applicable). Sunrun will make a good faith effort to notify you between 30 and 60 days before the end of any Renewal Term about (i) your end of term options and (ii) the rate for electric energy in the next scheduled Renewal Term (if applicable).

Accepted by (Initials): BB

13. Access, Maintenance and Repair

(a) You agree to grant Sunrun or its contractors access to your Property for the purpose of designing, installing, operating, maintaining and testing the Solar Facility and performing Sunrun's Obligations. Sunrun agrees to give you reasonable notice when Sunrun needs to access your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.

(b) When possible you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access your Property to inspect any buildings and, if applicable, roofs prior to the installation of the Solar Facility to ensure that your Property can accommodate the Solar Facility.

(c) If parts fail during the term of this Agreement, Sunrun will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Sunrun agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section 8.

(d) If you plan to move or temporarily disconnect the Solar Facility to allow for maintenance of and/or repair to the Property, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain Sunrun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million ($1,000,000) dollars per occurrence and name Sunrun, and its successor or assigns, as additional insured. Sunrun will only be responsible for any damage to the roof of the Property that may result from performance of Sunrun's Obligations.

(e) You agree to make reasonable best efforts to provide a safe and secure work environment at your Property during the course of the Solar Facility installation and maintenance.

14. Insurance

(a) Sunrun agrees to carry insurance that covers all damage to and theft of Sunrun's Solar Facility. You will not be responsible for insuring the Solar Facility. Sunrun agrees to provide you evidence of Sunrun's insurance policy for the Solar Facility upon request. If Sunrun does not maintain insurance that covers damage to Sunrun's Solar Facility, it will be responsible for the consequences of not maintaining such insurance.

(b) You agree to carry insurance that covers all damage to your Property during the term of this Agreement, including damage resulting from the Solar Facility, provided such damage was not caused by the gross negligence of Sunrun. It is your responsibility to determine if the installation of the Solar Facility will impact your existing coverage. If additional insurance is required to maintain your existing coverage, you will be responsible for either (i) procuring and maintaining such insurance or (ii) the consequences of not procuring and maintaining such insurance.

(c) Sunrun requires its contractors performing the Solar Facility installation to maintain insurance coverage as follows: workers compensation, subject to statutory limits; Employers liability, with a minimum of one million ($1,000,000) dollars each occurrence; commercial general liability, in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars annual aggregate; commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million ($1,000,000) dollars per accident; excess liability insurance with a limit of one million ($1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and any other insurance required by applicable laws or regulations.

(d) **Commercial General Liability Insurance ("CGL")**. Sunrun carries commercial general liability insurance (CGL). Additionally, Sunrun requires its contractors to maintain commercial general liability insurance and workers compensation insurance, as fully described in subsection (c) of this Section 14.

(e) **Worker's Compensation Insurance**. Sunrun carries workers' compensation insurance for all of its employees.

Your initials indicate that you have read, and understand and accept the limitations and obligations set forth in this Section 14.

Accepted by (Initials): BB

BB

15. Limitations of Liability

(a) SUNRUN WILL BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION DOLLARS. THIS WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA'S LAWS, WHICH YOU SHOULD CONSULT. SUNRUN IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

16. Resolution of Disputes

(a) You agree that to expedite the resolution of and to control the costs of disputes, resolution of any dispute relating to this Agreement ("*Dispute*"), will be resolved according to the procedure set forth in this Section 16.

(b) Unless otherwise agreed in writing, Sunrun and you agree to continue to perform each party's respective obligations under this Agreement during the course of the resolution of the Dispute.

(c) You and Sunrun agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of Dispute to the address on the first page of this Agreement, and Sunrun will send a written notice of Dispute to your billing address. If you and Sunrun do not reach an informal agreement to resolve the Dispute within 45 days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute.

(d) If Sunrun and you cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. This agreement to arbitrate Disputes is governed by the Federal Arbitration Act ("FAA"). The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated ("*JAMS Rules*") and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern.

(e) CLASS ACTION WAIVER. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL, AND ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(f) You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If you decide to initiate arbitration against Sunrun, you will be required to pay the costs for initiating the arbitration proceedings. If Sunrun decides to initiate arbitration, Sunrun will be required to pay the costs associated with initiating the arbitration proceeding. Sunrun also agrees to pay the costs of initiating the arbitration proceeding if

the arbitrator finds in your favor. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration hearing will take place in the federal judicial district of the Northern District of California, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, you or Sunrun must take the following actions:

(i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.
(ii) Send three copies of the demand for arbitration to the current JAMSlocation in San Francisco, California.
(iii) Send one copy of the demand for arbitration to the other party.

(g) In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction.

(h) You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, as applicable.

17. Force Majeure

(a) Neither you nor Sunrun will be in default of this Agreement for any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the electric energy output of the Solar Facility) 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 Solar Facilities, 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 Sunrun, 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 attributable 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 Sunrun must have taken all reasonable technical and commercial precautions to prevent the event.

(c) In order to claim Force Majeure as a reason for non-performance, you or Sunrun 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 (i) make reasonable attempts to continue to perform under the Agreement, (ii) quickly take action to correct the problem caused by the Force Majeure, and (iii) make reasonable efforts to limit damage to the other party. Finally, the party claiming Force Majeure must notify the other party when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

(d) If you or Sunrun is prevented from performing under this Agreement for a period of either (i) three hundred sixty-five (365) consecutive days or more, or (ii) seven hundred thirty (730) 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.

18. Your Remedies

(a) If (i) Sunrun makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) Sunrun fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar Facility.

19. Sunrun's Remedies

(a) If you terminate this Agreement under Section 11(c), you will be required within thirty (30) days either (i) to pay Sunrun a termination payment equal to the Pre-payment of all future estimated energy to be produced during the Initial Term ("***Make Whole***"), as calculated in Section 7(b) or (ii) to purchase the Solar Facility pursuant to Section 10(b).

(b) If you fail to perform a material obligation under the Agreement, and you do not correct the failure within one hundred twenty (120) days, if such failure continues beyond a period of one hundred twenty (120) days, then Sunrun can require you to pay Sunrun a Make Whole payment.

(c) If you make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Property, then Sunrun can require you to pay Sunrun a Make Whole payment.

(d) If you (i) are required to make a Make Whole payment and do not make the payment, (ii) terminate this Agreement without also purchasing the Solar Facility, or (iii) do not make any other payment or payments as contemplated and required under this Agreement, Sunrun shall, subject to any cure rights provided herein, have the right to disconnect your Solar Facility and/or enter your Property and remove the Solar Facility.

(e) If as a result of your default Sunrun removes the Solar Facility, then in addition to the Make Whole payment, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local incentives that Sunrun must return as a result of such removal.

20. Exclusions

(a) This Agreement does not include an obligation by Sunrun to: remove or dispose of any hazardous substances that currently exist on the Property;

improve the construction of the roof or the Property to support the Solar Facility; remove or replace existing rot, rust, or insect infested structures; provide structural framing for any part of the Property; pay for or correct construction errors, omissions and deficiencies by you or your contractors; pay for, remove or remediate mold, fungus, mildew, or organic pathogens; upgrade your existing electrical service; install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the Solar Facility installation; pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Solar Facility; pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors, or additional drawings required); paint electrical boxes or conduit at the Property; and move items unassociated with the Solar Facility around the Property.

21. Miscellaneous

(a) You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

(b) This Agreement shall be interpreted in accordance with and governed by the laws of the State of California without regard to the conflict of laws principles thereof.

(c) You agree that Sunrun has the right to periodically check your consumer credit report.

(d) You agree that Sunrun has the right to use graphical representations or photography of the Solar Facility and the Property in its marketing and promotional materials.

(e) This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

(f) Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Agreement or any other documents or agreements that have been provided to you in connection with this Agreement, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

(g) This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

22. [Intentionally Left Blank]

23. MECHANICS' LIEN WARNING

Sunrun will NOT put a mechanic's lien on your home and will indemnify, defend and hold you harmless for any mechanic's lien that is placed on your home by Sunrun or any of its contractors as a result of your entering into this Agreement. Regardless, the following disclosure is required by law.

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

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

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

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

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. The wait 20 days, paying attention to the Preliminary Notice 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 the Contractors' State License Board (CSLB) Internet Web site at www.cslb.ca.gov, or call CSLB at 1-800-321-CSLB (2752).

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

24. CONTRACTORS' STATE LICENSE BOARD

Information about the Contractors' State License Board: The CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the 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 1-800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826

25. Notice Regarding Payment and Performance Bonds

You have the right to require your contractor to have a performance and payment bond.

[Remainder of Page Intentionally Left Blank]

26. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION AND ANY ELECTRICITY DEPOSIT PAID WILL BE REFUNDED. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By initialing below, you expressly acknowledge that you have been advised on your right to cancel this Agreement and have received duplicate copies of the Notice of Cancellation.

Accepted by (Initials): BB

BB

SUNRUN INC.

Date: _____

Signature: _____

Print Name: _____

Title: _____

CUSTOMER

Primary Account Holder

Date: Jan 28, 2013

Signature: Bill Byers (Jan 28, 2013)

Print Name: Bill Byers

Account email address*: byerswc@hotmail.com

SALES CONSULTANT

By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to "The Right Stuff" and the Sunrun Code of Conduct, and that I obtained the homeowner's signature on this agreement.

Name: Alex Neavez

[Print Name]

Signature: Alex Neavez (Jan 28, 2013)

Sunrun ID #: 1433555137

[10-digit number you received from Sunrun]

State sales registration #: not in-home

If you do not sell in the home and are not required to have a registration number, write "not in-home."

**This email address will be used by Sunrun for official correspondence, such as sending monthly bills or other invoices. Sunrun will never share or sell your email address to any third parties.*

Account phone number: _____

Secondary Account Holder (optional)

Signature: _____

Print Name: _____

EXHIBIT A: SUNRUN ELECTRICITY PRICING

Electricity Payments: In addition to the Upfront Payment, you agree that for all electric energy you purchase from Sunrun during the Initial Term of this Agreement, you will pay a price per kWh in the form of monthly payments ("Monthly Payments") as shown below. The Monthly Payments shall increase by 0% on each anniversary of the In-service Date during the Initial Term of this Agreement.

Upon each anniversary of the In-Service Date, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to Date. Please see Section 8 for additional information, including certain limitations.

			Performance Guarantee		Prepay Option	Purchase Option
End of Year	Yearly Price Per kWh	Monthly Payment	Guaranteed kWh Output to Date	Refund / kWh If Guaranteed Output Not Met	Estimated Price to Prepay Balance of Initial Term*	Minimum Cash Purchase Price
-	N/A	N/A	N/A	N/A	$21,233	N/A
1	$0.170	$133.10	N/A	N/A	$20,538	N/A
2	$0.171	$133.10	18,700	$0.171	$19,814	$28,943
3	$0.172	$133.10	27,979	$0.172	$19,059	$25,145
4	$0.173	$133.10	37,212	$0.173	$18,272	$21,315
5	$0.173	$133.10	46,398	$0.173	$17,451	$17,451
6	$0.174	$133.10	55,536	$0.174	$16,596	$16,596
7	$0.175	$133.10	64,628	$0.175	$15,704	$15,704
8	$0.176	$133.10	73,672	$0.176	$14,774	$14,774
9	$0.177	$133.10	82,670	$0.177	$13,805	$13,805
10	$0.178	$133.10	91,621	$0.178	$12,795	$12,795
11	$0.179	$133.10	100,525	$0.179	$11,741	$11,741
12	$0.180	$133.10	109,381	$0.180	$10,643	$10,643
13	$0.181	$133.10	118,191	$0.181	$9,498	$9,498
14	$0.181	$133.10	126,954	$0.181	$8,305	$8,305
15	$0.182	$133.10	135,670	$0.182	$7,061	$7,061
16	$0.183	$133.10	144,339	$0.183	$5,763	$5,763
17	$0.184	$133.10	152,960	$0.184	$4,411	$4,411
18	$0.185	$133.10	161,535	$0.185	$3,002	$3,002
19	$0.186	$133.10	170,063	$0.186	$1,532	$1,532
20	$0.187	$133.10	178,544	$0.187	$0	$0

* Pursuant to Section 7, you may prepay the balance of your estimated obligations under this Agreement. Any prepayments you make to Sunrun will increase the refunds for which you are eligible.

After the Initial Term, Sunrun shall on each anniversary of the In-Service Date establish a new price per kWh that is equal to ten percent (10%) less than the baseline rate for electric energy, as established by your Utility or its successor, at the Property for a customer. If there is no baseline rate, the lowest rate for peak energy charged to a customer at the Property by your Utility, or its successor, shall apply.

Notwithstanding the foregoing, in no event shall this price per kWh be less than $0.14 per kWh.

Pursuant to Section 10, if you purchase the Solar Facility before the Guaranteed Output has been achieved, Sunrun will issue you a refund. The estimates in this column assume the Solar Facility achieves its Estimated Output and that you make the final Initial Payment upon the first anniversary.

ADDITIONAL CONSUMER DISCLOSURE

Date: January 28, 2013

Provider(s): Sunrun, Inc. Customer(s): BILL BYERS

Description of Property

Non-refundable Deposit (due today):	$0
Initial Payment (due at installation):	$0
Monthly bill[+]	
Year 1:	$133 (plus taxes, if applicable)
Annual increase:	0.0%
Cost per kWh, Year 1:	$0.170, excluding Upfront Payment (if any)
Average cost per kWh, Initial Term:	$0.179, including Upfront Payment and annual increase (if any)
Total Number of Panels*:	23
Total Number of Inverters*:	2

[+]Monthly payments shown include a $5 discount for paying through ACH withdrawal from your checking or savings account. If you do not elect automatic payment through ACH withdrawal from your checking or savings account you will not receive this discount and each monthly payment will be $5 greater.

* This is an estimate of the equipment that will be used to install your Solar Facility, however, actual equipment may change upon installation as dictated by the specific characteristics of your Property.

Amount Due at Agreement Signing and Delivery	Monthly Payments	Other Charges	Total of Payments
Non-refundable security deposit: $0.00 Delivery/Installation fee: $0.00 Total: $0.00	Your first monthly payment of $133.10 is due thirty days post interconnection, followed by 239 monthly payments due on the thirtieth day thereafter as detailed in Exhibit A to your Agreement. See Section 6 of your Agreement for additional detail. The total of your monthly payments is $31,943.00.	(not part of your monthly payment) None.	(The amount you will have paid by the end of the Agreement) $31,943.

Purchase Option at End of Agreement Term. At the end of the Initial Term you will have the option to purchase the Solar Facility for the greater of (1) its fair market value as determined at that time or (2) the minimum price set forth in Exhibit A to your Agreement. See Section 10 and Exhibit A to your Agreement for additional information on the purchase option.

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

Official Fees and Taxes:
- The payments specified above and in Exhibit A to your Agreement do not include taxes. If any taxes, such as sales tax, are assessed on these payments or on your purchase, if any, of the Solar Facility from Sunrun, and such taxes are paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

Insurance:
- We will carry insurance that covers all damage to and theft of the Solar Facility. You will carry homeowners insurance that covers all damage to your property during the term of the Agreement, including damage resulting from the Solar Facility, provided such damage was not caused by our gross negligence. See Section 14 of your Agreement for additional details.

Standard for Wear and Use:
- Any attempts to tamper with, damage or modify the Solar Facility will be considered beyond reasonable wear and tear use of the Solar Facility.

Maintenance:
- You are not responsible for any maintenance or servicing of the Solar Facility. You agree to grant us access to your property to perform any necessary maintenance.
- We are responsible for maintenance, service and repair of the Solar Facility. See Section 13 of your Agreement for additional details.

Warranties:
- We guarantee that the Solar Facility will generate 100% of the estimated output during the Initial Term of the Agreement, or we will issue you a refund as detailed in Section 8 of your Agreement. See Section 8 of your Agreement for additional details. If parts fail during the term of the Agreement, we will use commercially reasonable efforts to replace them with like equipment, and the guarantee of system output will still apply.

Early Termination and Default:
- You may terminate this Agreement before the end of the Agreement Term under the following conditions:

(a) You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction and any deposit paid will be refunded.

(b) If we fail to commence installation of the Solar Facility within 180 days, provided you have fulfilled all of your obligations under the Agreement. In the event of such cancellation, we will refund to you the upfront payment and you will not owe us any further payment. See Section 4 of your Agreement for additional details.

(c) If you sell or otherwise transfer your interest in your property without purchasing the Solar Facility or assigning this Agreement to the new property owner, or if the new owner refuses to take assignment, you will be deemed to have terminated this Agreement. In the event of such termination, you will owe us a termination payment equal to the prepayment of all future Agreement payments during the initial term. See Sections 11 and 19 and Exhibit A to your Agreement agreement for additional details.

- We may terminate this Agreement before the end of the Initial Term under the following conditions:

(a) If cellular telephone service is not available at your property or if you cause the start of installation of the Solar Facility to be delayed in excess of 180 days. In the event of any such cancellation, you will not be refunded your deposit, but you will not owe us any further payment. See Sections 4 and 12 of your Agreement for additional details.

-Either party may terminate this Agreement before the end of the Agreement term under the following conditions:

(a) Prior to installation, the following conditions may change the expected costs and benefits of the Solar Facility to both you and Sunrun:

(i) Change to the design of your Solar Facility.
(ii) Change in the system's annual energy production estimate, expressed in kWh, provided by the Solar Initiative Expected Performance Based Buydown Calculator ("*EPBB calculator*") ("*Final Year One Production Estimate*").
(iii) Change in the final rebate amount associated with installing the Solar Facility ("*Final Rebate*").
(iv) The availability of cellular service at the Property.

If any of these conditions occur, Sunrun may choose to modify the terms of this Agreement or cancel the Agreement. If Sunrun chooses to modify the terms, Sunrun will notify you in writing and you will have five (5) business days to accept the modified terms or cancel this Agreement pursuant to Section 12(e). If you do not respond to Sunrun within five (5) business days, Sunrun may deem you to have cancelled the Agreement.

(b) If you default on your obligations under this Agreement or terminate the Agreement under Section 11(c), you will be required to make a Prepayment of all future Agreement payments. See Sections 11 and 19 of your Agreement for additional details.

NOTICE OF CANCELLATION

DATE: Jan 28, 2013
(Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN, INC., 45 FREMONT STREET, 32ND FLOOR, SAN FRANCISCO, CA 94105 NOT LATER THAN MIDNIGHT OF _____ (DATE)

I HEREBY CANCEL THIS TRANSACTION.

DATE: _____

CUSTOMER SIGNATURE: _____

NOTICE OF CANCELLATION MAY BE SENT TO SUNRUN AT THE ADDRESS NOTED ON THE FIRST PAGE OF THIS CONTRACT.

NOTICE OF CANCELLATION

DATE: Jan 28, 2013
(Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN, INC., 45 FREMONT STREET, 32ND FLOOR, SAN FRANCISCO, CA 94105 NOT LATER THAN MIDNIGHT OF _____ (DATE)

I HEREBY CANCEL THIS TRANSACTION.

DATE: _____

CUSTOMER SIGNATURE: _____

NOTICE OF CANCELLATION MAY BE SENT TO SUNRUN AT THE ADDRESS NOTED ON THE FIRST PAGE OF THIS CONTRACT.

Bill Byers

EchoSign Document History January 28, 2013

Created:	January 28, 2013
By:	Alex Neavez (aneavez@verengosolar.com)
Status:	SIGNED
Transaction ID:	RCEETZ4B78XL6S

“Bill Byers” History

Document created by Alex Neavez (aneavez@verengosolar.com)
January 28, 2013 - 3:50 PM PST - 4.28.87.90

Document esigned by Alex Neavez (aneavez@verengosolar.com)
January 28, 2013 - 3:55 PM PST - 4.28.87.90

Document emailed to Bill Byers (byerswc@hotmail.com) for signature
January 28, 2013 - 3:55 PM PST

Document viewed by Bill Byers (byerswc@hotmail.com)
January 28, 2013 - 5:14 PM PST - 99.73.212.84

Document esigned by Bill Byers (byerswc@hotmail.com)
January 28, 2013 - 5:30 PM PST - 99.73.212.84

Signed document emailed to Alex Neavez (aneavez@verengosolar.com) and Bill Byers (byerswc@hotmail.com)
January 28, 2013 - 5:30 PM PST