



SOLAR SYSTEM AGREEMENT

Customer Information:

28344 Fox Ridge Cv
Menifee, Ca 92585

System Size: 6.9 kW

(23) LG LG300S1C-A5 (B/W) Solar Modules, (1) SolarEdge SE6000H-US HD Wave Inverter(s)
(23) SolarEdge Optimizer(s), SolarEdge Integrated (Ethernet) Monitoring
Extended Inverter Warranty

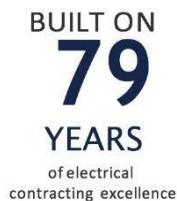
Agreement valid fifteen (15) days after October 16, 2017

Sales Person Name: Rafael Guillen

Sales Person CSLB Number: 91247 SP

Sales Person Company Cell: (760) 708-9097

Sales Person Company Email: rgullen@bakerelectricsolar.com





HOME IMPROVEMENT AGREEMENT – FINANCED PURCHASE RESIDENTIAL SOLAR SUPPLY AND INSTALL

Customer Information:	Installation Location: 28344 Fox Ridge Cv Menifee, Ca 92585	Utility Information:	Salesperson Information: Rafael Guillen
Estimated Year 1 Production: 11484 kWh	Utility Account No.: tbd	Utility Meter No.: tbd	Salesperson CSLB No.: 91247 SP

This Home Improvement Agreement ("**Agreement**") is entered into on 10/16/2017 ("**Agreement Date**") by NB Baker Electric, Inc., dba Baker Electric Solar ("**Baker**" or "**Contractor**") and the customer(s) listed above ("**Customer**", "**You**", or "**Your**") for the sale and installation of the photovoltaic solar system described below ("**Project**" or "**System**") at the installation location listed above ("**Property**") upon the terms and conditions set forth in this Agreement, including all Exhibits attached hereto which are incorporated into this Agreement.

1. DESCRIPTION OF PROJECT AND DESCRIPTION OF SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

1.1 Sale and installation of the System at the Property, including the following parts and materials:

(23) LG LG300S1C-A5 (B/W) Solar Modules, (1) SolarEdge SE6000H-US HD Wave Inverter(s)
(23) SolarEdge Optimizer(s), SolarEdge Integrated (Ethernet) Monitoring
Extended Inverter Warranty

1.2 Additional materials and extra work required:

2. CONTRACT PRICE.

2.1 The Contract Price for the Project is \$ 20,836.00.

2.1.1 The amount of Contract Price to be paid to Baker by Dividend Solar is \$ 20,836.00.

2.1.2 The amount of the Initial Down Payment to be paid to Baker by the customer at the time of contract signing is \$ 0.00.

2.1.3 The amount of Contract Price to be paid to Baker by Customer Upon delivery of materials is \$ 0.00.

2.2 The Contract Price is subject to any change orders agreed to in writing by both You and Baker. The pricing in this Agreement is valid for fifteen (15) days from the Agreement Date. If You fail to sign and return this Agreement to Baker within such time period, Baker reserves the right to reject this Agreement unless You agree to Baker's then current pricing.

2.3 See following page for information on down payment and progress payment amounts and schedules.

3. INSTALLATION TIMELINE.

3.1 Baker will install the System within a reasonable amount of time after Baker signs this Agreement, but in no event later than six (6) months from the date of the Agreement. Baker will schedule the installation of Your System at a mutually convenient date and time.

3.2 Approximate Start Date: 30 days from the Agreement Date

3.3 Approximate Completion Date: 30-90 days from the Agreement Date

3.4 The above installation timeline is an estimate only and may be adjusted as provided in this Agreement, including for delays due to late payments or unforeseen conditions, or those delays caused by others. Baker will be deemed to have substantially commenced work under this Agreement on the date that an engineering site audit (Confirming Site Survey) has been completed for the Project.

4. NOTICES.

4.1 You may send notices, including Notices of Cancellation, to Baker at 2140 Enterprise Street, Escondido, CA 92029.



5. DOWN PAYMENT AND SCHEDULE OF PROGRESS PAYMENTS.

5.1 THE DOWN PAYMENT 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 DOWN PAYMENT.

5.2 Payment schedule:

PAYMENT	TIMING	AMOUNT
Down Payment	Due at signing of Agreement <i>Substantial commencement of the Work may not begin until BAKER receives the Down Payment</i>	From Customer: <u>\$ 0.00</u>
Progress Payment 1	Due (10) ten days prior to the scheduled start of installation. <i>Construction and installation may not begin until BAKER receives Payment 1</i>	From Financier: \$4,167.20 From Customer: <u>\$0.00</u>
Final Payment	Due at completion of installation work (installation work deemed complete when all photovoltaic equipment has been installed and a successful system test has been performed) <i>Inspection by City/County/Other Authority Having Jurisdiction may not be scheduled until BAKER receives Final Payment</i>	From Financier: \$ 16,668.80
TOTAL		<u>\$ 20,836.00</u>

5.3 BAKER DOES NOT ACCEPT CREDIT CARD PAYMENTS FOR PROGRESS PAYMENTS OR ADDITIONAL WORK. BAKER MAY, AT ITS SOLE OPTION, ACCEPT CREDIT CARD PAYMENTS FOR THE DOWN PAYMENT AND/OR FINAL PAYMENT.

6. ARBITRATION OF DISPUTES.

6.1 ANY CONTROVERSY, DISPUTE, CLAIM, OR DISAGREEMENT BETWEEN THE PARTIES RELATING TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROJECT ("DISPUTE") MUST BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN SAN DIEGO COUNTY, CALIFORNIA. THE ARBITRATION, INCLUDING SELECTION OF THE ARBITRATOR, WILL BE ADMINISTERED BY JAMS (Judicial Arbitration and Mediation Services, Inc), UNDER ITS STREAMLINED ARBITRATION RULES AND PROCEDURES ("RULES"), AND DECIDED BY A SINGLE NEUTRAL ARBITRATOR AGREED ON BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF THE ARBITRATION. EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILING THE NECESSARY FORMS WITH JAMS. TO LEARN MORE ABOUT ARBITRATION, YOU CAN CALL ANY JAMS OFFICE OR REVIEW THE MATERIALS AT WWW.JAMSADR.COM.

6.2 If You initiate the arbitration, You will be required to pay \$250 toward the filing fee and Baker will pay the remainder of the arbitration fees and costs. If Baker initiates the arbitration, Baker will pay all the arbitration fees and costs. Each party will be responsible for its own attorneys' fees and costs except that the prevailing party in any Dispute will be entitled to recover its attorneys' fees, costs, and expenses from the non-prevailing Party, in addition to any other appropriate relief.

6.3 Arbitration must be on an individual (not class or representative) basis and the arbitrator may not award relief for or against anyone who is not a party. This means You agree that neither You nor Baker may (a) join or consolidate claims in arbitration by or against any other parties, or (b) litigate in court or arbitrate any Dispute as a representative, member of a class, or in a private attorney general capacity. The arbitrator will have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. However, the arbitrator may not change or alter the terms of this Agreement or make any award that would extend to any transaction other than Yours. All statutes of limitations that are applicable to any Dispute shall apply with respect to any arbitration between the parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

6.4 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION.



IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION. YOU ALSO ACKNOWLEDGE AND AGREE YOU ARE GIVING UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

Customer Initial: DS
TQ

Baker Initial: _____

7. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE AGREEMENT.

- Exhibit 1 – General Terms and Conditions
- Exhibit 2 – Limited Warranty and Performance Guarantee
- Exhibit 3 – Notice of Cancellation forms, 2 copies (required by law)
- Exhibit 4 – Notice About Contractors' State License Board (required by law)
- Exhibit 5 – Mechanics Lien Warning (required by law)
- Exhibit 6 – Association Acknowledgement
- Exhibit 7 – Form of Change Order (required by law)

8. THREE-DAY RIGHT TO CANCEL UNDER CALIFORNIA BUS & PROF CODE § 7159(e)(6)(B).

8.1 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.

8.2 If you cancel, the contractor must return to you anything you paid within ten (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, any 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 contractor's expense and risk. If you do make the goods available to contractor and contractor does not pick them up within twenty (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 contractor, or if you agree to return the goods to contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

9. BOND NOTICE.

You have the right to require Baker to have a performance and payment bond. You must request any such bonds prior to commencement of any work under this Agreement and You will be solely responsible for the extra costs of obtaining such bonds.

10. SIGNATURES

CUSTOMER:

Signature: Todd Quillman
977E80EB12E5416...

Name: Todd Quillman

Dated: 10/16/2017

Signature: _____

Name: _____

Dated: _____

CONTRACTOR:

NB Baker Electric Inc. dba Baker Electric Solar,
a California corporation

Signature: _____

Name: _____

Title: _____

Dated: _____

You are entitled to a completely filled in copy of this agreement, signed by both You and the Contractor, before any work may be started.



EXHIBIT 1

GENERAL TERMS AND CONDITIONS**1. Pricing and Termination Rights.**

1.1 Both parties will have the right to terminate this Agreement, without penalty or fee, if Baker determines after the confirming site audit of Your Property that it has misestimated any of: (a) the System size, (b) the System's total cost, or (c) the System's annual production. Such termination right will expire at the earlier of one (1) week prior to scheduled delivery of Your System materials, or one (1) week after Baker informs You in writing of the revised size, cost, or production estimate. Any changes to the System will be documented in a written amendment to this Agreement signed by both You and Baker. You authorize Baker to make corrections to the utility and paperwork to conform to this Agreement or any amendments to this Agreement signed by the parties.

1.2 If You are financing Your System, Baker's obligation to install the System is conditioned on Baker's confirmation that You have obtained financing for the System. Baker may terminate this Agreement without liability if, in its reasonable judgment, this condition will not be satisfied. You remain fully and primarily responsible for all payments due Baker under this Agreement regardless of whether You have separately contracted with a lender to pay all or any portion of the Contract Price, and regardless of whether Your lender intends to pay Baker directly or issue Baker joint checks.

1.3 You acknowledge that the System equipment and materials Baker will furnish and install are subject to cost increases. Baker will hold the Contract Price for four (4) months after the Agreement Date. If installation has not been completed after four (4) months for any reason and the cost of any System equipment or material rises due to circumstances beyond Baker's control, including, without limitation, market price fluctuation or a site audit that reveals the need for additional materials or labor, then Baker will have the right to present You with a change order for the System equipment containing a new price. You will have the right to accept or reject this new price and get a refund of Your deposit, if any. If You do not accept the new price within seven (7) days, Baker will have the right to terminate this Agreement and issue You a full refund, at which time the parties shall have no further obligations to one another.

2. Permits.

Baker will obtain any necessary permits at Baker's cost. You will have the opportunity to review and approve the working plans for the Project.

If you do not request any changes to the working plans in writing within three (3) business days of Your receipt of such plans, the working plans will be deemed accepted and Baker will obtain all permits based on the accepted plans. Baker is not responsible for delays in the work due to the actions of any permitting and regulatory agencies or their employees.

3. Note about Extra Work and Change Orders.

3.1 Extra work and change orders become part of the Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the schedule of progress payments.

3.2 You may not require Baker to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. A change order is not enforceable against You unless the scope of the work, the amount to be added or subtracted from the Agreement, and the effect on the progress payments and the completion date are stated in a written document before commencement of the changed work.

3.3 Baker's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

4. No Guarantee of Utility Bill Savings.

Pricing and savings vary based on location, system size, government rebates, post-solar kWh usage and consumption, and local utility rates. BAKER EXPRESSLY DOES NOT GUARANTEE ANY SAVINGS ON YOUR ELECTRICITY COSTS OR UTILITY BILLS. SAVINGS (IF ANY) WILL BE BASED UPON SYSTEM PRODUCTION AND YOUR FUTURE ENERGY USE.

Customer Initial 



5. Federal Renewable Energy Tax Credit.

Baker agrees to provide Customer with reasonable support and documentation required in connection with obtaining the Federal Renewable Energy Tax Credit; provided, however, BAKER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER WILL QUALIFY FOR THE FEDERAL RENEWABLE ENERGY TAX CREDIT OR ANY OTHER FEDERAL OR STATE TAX CREDITS. Customer is advised to consult legal and accounting professionals with regards to the Federal Renewable Energy Tax Credit and any other federal or state tax credits that may apply. Baker is not responsible for changes in incentives provided in The Energy Policy Act of 2005, The Energy Improvement Act of 2008, or other federal or state tax law.

6. Property Conditions.

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare Your Property for the System. You agree that Baker is not responsible for any known or unknown Property conditions. The Contract Price assumes that existing roofing materials and structural supports will be adequate to carry the load of all equipment to be installed and work to be done under this Agreement. If any modification of roofing materials and/or reinforcement of existing structural supports is required, Baker will be entitled to a change order providing an addition to the Contract Price and an extension of the completion date. Roofing leaks or compromised roof decking/materials that are not identified at Confirming Site Survey may become apparent during installation. If these conditions are discovered Baker will notify Customer immediately to address the issue.

7. Existing Electrical Conditions.

Baker is not responsible for and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. You will provide 110 volt electrical power from the existing distribution system on the Property for hand-held portable power tools at no cost to Baker. Baker will not use the existing electric power system for welding machines or other electrical equipment with heavy power requirements.

8. Cost or Delay Due to Unforeseen Conditions.

Baker is not responsible for failures, delays, or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond Baker'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 Force Majeure Events. If Baker discovers unforeseen conditions requiring additional cost, then Baker will present such costs to You and get Your written approval before beginning or continuing performance. Failure to provide such approval in writing may result in Baker exercising its termination rights pursuant to this Agreement.

9. Property Access.

9.1 You hereby grant to Baker and its employees, agents, and contractors the right to reasonably access all of the Property as necessary (including space needed for job trailer and temporary restroom facility) for the purposes of (a) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (b) installing, using and maintaining electric lines and inverters and meters necessary to interconnect the System to Your existing electrical system at the Property and/or to the utility's electric distribution system; and (c) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal, or repair of the System.

9.2 Baker may erect temporary facilities, including but not limited to storage sheds and portable toilets, on the Property. Such temporary buildings will remain the property of Baker and will be removed at Baker's expense after completion of the Project.

9.3 In the event Customer authorizes Baker's access to the Property through adjacent properties to complete the Project, Customer is required to obtain written permission from the owner(s) of the adjacent properties for such use, and Customer agrees to be solely responsible and to defend, indemnify, and hold Baker harmless from any and all forms of liability that may arise out of or relate to such use, including but not limited to encroachment or interference thereby upon the property, easements, or rights of any third parties.

10. Title and Risk of Loss.

All materials delivered to the Property, regardless of whether actually incorporated into the Project, are and will remain the property of Baker until such time as Customer has paid Baker in full for such materials. Title to the System shall transfer to You after Baker completes installation of the System and You make final payment. Notwithstanding the foregoing, after delivery of the System equipment and materials to Your Property, other than damage directly resulting from Baker's negligent actions or omissions or willful misconduct, You bear risk of loss to the System for all causes of loss not covered by the Limited Warranty (as set forth in Exhibit 2).



Baker retains all Baker-owned intellectual property rights on any of the equipment installed in Your System including, without limitation, patents, copyrights, trademarks, and any data generated by Baker's monitoring system.

11. Transfer of the Property.

You agree to give Baker notice of any transfer of the Property (including the System) at least thirty (30) days prior to such transfer if You desire to transfer any rights and obligations under this Agreement and/or the Limited Warranty and Performance Guarantee to the transferee. In the event of any transfer of the Property prior to full and final payment under this Agreement, You will remain liable for meeting all payment obligations under this Agreement.

12. Termination and Default.

Baker may, upon seven (7) days written notice to Customer, terminate this Agreement for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay Baker any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to Baker in the performance process.

13. Remedies Upon Customer's Breach.

Without limiting any of Baker's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay Baker any amount due, Baker shall have the right, to the fullest extent of the law, to: (a) pursue a stop work order at the Property; (b) stop any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (c) 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); (d) require You to return the System at Your expense, and/or make the Property available to us to remove any Project materials or equipment from the Property; (e) disconnect, turn off, or take back the System by legal process or self-help (if legally available), provided Baker does not disturb the peace or violate the law (You agree that Baker will have access to Your Property and permission to enter Your Property in order to disable and/or remove the System until such time as Baker is paid in full and title to the System passes to You); (f) report such non-operational status of the System to Your utility, informing them that You are no longer net metering; (g) charge You a reasonable reconnection fee for reconnecting the System to Your utility or turning your System back on after it is disconnected or turned off due to your default; and (h) any other legal remedies including, without limitation, mechanics liens or similar remedies.

14. Lien Releases.

It is common practice for contractors, subcontractors, or material suppliers to place mechanics liens upon a property during construction to ensure payment for services and materials provided, as permitted under California law. If a lien should be placed on Your Property, upon satisfactory payment for any portion of the work performed, Baker shall, prior to any further payment being made by Customer, furnish to Customer a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made by Customer.

15. Insurance.

15.1 Commercial General Liability Insurance (CGL): Baker carries commercial general liability insurance written by Alliant Insurance Services. You may call Jim Castle at 619-699-0541 to check Baker's insurance coverage.

15.2 Workers' Compensation Insurance: Baker carries workers' compensation insurance for all employees.

16. Indemnification.

Each party agrees to indemnify, defend, and hold harmless the other party 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 will be required to indemnify the other party for such other party's own negligence, willful misconduct, or fraud.

17. Governing Law.

The laws of the State of California will govern this Agreement without giving effect to conflict of laws principles.

18. Entire Agreement.

This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. Only an authorized representative of Baker may execute any change to this Agreement on behalf of Baker. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement will survive.



Baker may assign or subcontract any of its rights or obligations under this Agreement to any successor, partner, or purchaser.

19. Waiver.

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

20. Exercise of Reasonable Care.

Baker will exercise reasonable care not to damage Your Property during installation of the System. In the event of damage to the Property (other than the System) due to Baker's installation of the System, Baker agrees to make reasonable efforts to repair such damage at Baker's cost.

21. Limited Warranty.

21.1 EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY AND PERFORMANCE GUARANTEE ATTACHED AS EXHIBIT 2 TO THE AGREEMENT, BAKER DISCLAIMS, AND YOU WAIVE, ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION.

21.2 UPON RECEIPT OF PAYMENT IN FULL UNDER THIS AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT BAKER HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU. BAKER SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM BAKER IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT,

FIRE, LIGHTNING OR OTHER HAZARD.

22. Limitation of Liability.

22.1 EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION (a) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (b) COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (c) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (d) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION.

22.2 In no event will either party's liability under this Agreement or in connection with the Project exceed \$1,000,000.00, including, without limitation, damages to Your Property during the performance of the Project or resulting from the Project. Customer agrees to provide Baker with written notice of any claims arising out of this Agreement and/or the Project prior to making final payment and any claims not made at or before such time will be deemed waived by Customer making final payment.

23. Time of the Essence.

The parties agree that time is of the essence in this Agreement.

24. Execution in Counterparts.

This Agreement may be signed by the parties in multiple counterparts, all of which shall be taken together as a single document.

Exhibit 1 GENERAL TERMS AND CONDITIONS ACKNOWLEDGE

DocuSigned by:
 Todd Quillman
 Customer Signature
 977E80EB12E5416...



EXHIBIT 2

LIMITED WARRANTY AND PERFORMANCE GUARANTEE

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS OF THE LIMITED WARRANTY AND PERFORMANCE GUARANTEE (COLLECTIVELY, THE "**WARRANTY**") COVERING THE PHOTOVOLTAIC SOLAR SYSTEM ("**SYSTEM**") INSTALLED AT YOUR PROPERTY PURSUANT TO THE HOME IMPROVEMENT AGREEMENT ("**AGREEMENT**") ENTERED INTO BY AND BETWEEN YOU ("**CUSTOMER**") AND NB BAKER ELECTRIC SOLAR, INC. DBA BAKER ELECTRIC SOLAR ("**BAKER**"). ALL CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS WARRANTY WILL HAVE THE MEANINGS SET FORTH IN THE AGREEMENT.

1. What is the Limited Warranty and what does it cover?

The Limited Warranty is part of the Agreement between You and Baker under which Baker agrees to provide You with certain limited warranties for the System installed at Your Property by Baker, which include (collectively, the "**Limited Warranty**"):

(a) 25-Year Limited Workmanship and Installation Warranty. Baker warrants that the System will be constructed and installed in a good workmanlike manner according to the standards of care and diligence generally practiced by solar engineering, construction, and installation companies when installing residential photovoltaic solar power systems of a similar size and type as the System in the geographic region where Your Property is located, and pursuant to (i) good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. This **25-Year Limited Workmanship and Installation Warranty** will extend for a period of twenty-five (25) years from the date installation of the System is completed by Baker.

(b) 10-Year Limited Roofing Penetration Warranty. Baker warrants Your roof against damage and water infiltration at each roofing penetration made by Baker in connection with the installation of the System and the surrounding area within a three (3) inch radius of each such penetration (collectively, the "**Covered Roof Areas**"). Baker will repair damage to Your roof and repair or compensate You for actual physical damage to Your property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas.

This **10-Year Limited Roofing Penetration Warranty** will extend for a period of ten (10) years from the date installation of the System is completed by Baker; provided, however, in the event the roof is more than twenty (20) years old (or judged to be in poor/unacceptable condition by Baker) at commencement of the System installation, this Limited Roofing Penetration Warranty will be limited to a period of five (5) years from the date installation of the System is completed by Baker unless You provide Baker with a report from a state licensed roofing contractor that proves to Baker's satisfaction that the roof is in an acceptable condition based upon an inspection conducted no more than ninety (90) days before commencement of the System installation. Baker assumes no liability for or responsibility in relation to any existing roofing warranties during or after the installation of the System except to the extent of the 10-Year Limited Roofing Penetration Warranty.

(c) 10-Year Limited Labor and Service Warranty. Baker will provide, at no cost to Customer, reasonable labor and services support in connection with the repair or replacement of any material, equipment, product, or component incorporated into and made a part of the System (each a "**System Product**" and collectively the "**System Products**") that is covered under a warranty provided by any supplier, manufacturer, subcontractor, vendor, or other applicable third party (each a "**Supplier**" and collectively the "**Suppliers**") of such System Product. This **10-Year Limited Labor and Service Warranty** will extend for a period of ten (10) years from the date installation of the System is completed by Baker.

2. Who warrants the materials and products contained in the System?

Baker will request and provide Customer with the standard warranties and guarantees (if any and where applicable) provided by Suppliers (including the manufacturers) of the System Products ("**System Product Warranties**"). To the extent permitted, Baker will assign the System Product Warranties directly to the Customer. Baker will reasonably assist the Customer with obtaining warranty assistance to the extent any System Products are defective or damaged. BAKER DOES NOT WARRANT THE SYSTEM PRODUCTS AND ASSUMES NO LIABILITY UNDER ANY SYSTEM PRODUCTS WARRANTIES OR FOR ANY DEFECTS IN THE SYSTEM PRODUCTS.



3. What is not covered by the Limited Warranty?

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1, ABOVE, BAKER DISCLAIMS, AND YOU WAIVE, ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE SYSTEM AND/OR THE SYSTEM INSTALLATION.

In addition, the following items and circumstances (without limiting other potential exclusions from coverage) are expressly excluded from coverage under the Limited Warranty:

(a) Damage, malfunction, or degradation of electrical output caused by the Customer's failure to properly operate or maintain the System (including keeping the System free from shading) in accordance with the recommended maintenance requirements from Baker and the Suppliers (including the manufacturers) of the System Products incorporated into and making up the System;

(b) Damage, malfunction, or degradation of electrical output caused by any repair or replacement using a part or service or performed by personnel not authorized by Baker in writing;

(c) Damage, malfunction, or degradation of electrical output resulting from Customer or third party abuse, accident, alteration, improper use, negligence, or vandalism, or from earthquake, erosion, corrosion, fire, flood, earth or ground fill movement, or other acts of God;

(d) Loss or damage caused by Customer's failure to take appropriate action to minimize any damage as soon as reasonably practicable;

(e) Cosmetic defects stemming from normal wear and tear of the System, including without limitation, modules, inverters, disconnects, and conduit;

(f) Loss of System monitoring capability due to an interruption in internet connectivity at the Property or failure of monitoring equipment and related components;

(g) Damage, malfunction, or degradation of the System due to failure of the structural integrity of the support system for the System;

(h) Defective or damaged System Products, whether or not covered by System Product Warranties;

(i) Normal wear and tear of the System (such as fuse replacement);

(j) Personal or bodily injury of any kind (including physical or mental pain and suffering or emotional distress), medical, hospital, rehabilitation, or other incidental expenses;

(k) Cost of shelter, transportation, food, moving, storage, or any other incidental or consequential damages or expenses related to any defect or repair or replacement of any defects under the Limited Warranty; and

(l) Loss of use, loss of opportunity, loss of fair market value, loss of rental value, or any other consequential damages or losses.

What is the Performance Guarantee?

Baker estimates that on each two (2) year anniversary (each an "Evaluation Date") of the date the utility first grants permission to operate Your System ("Initial Production Date"), the System will have produced the Expected Cumulative Production (as defined below) shown on the Guaranteed Production Table below. For a period of ten (10) years from the Initial Production Date, Baker will guarantee (the "Performance Guarantee") that as of each Evaluation Date, the System will have produced Actual Cumulative Production (as defined below) greater than or equal to the corresponding Guaranteed Cumulative Production (as defined below) set forth for such Evaluation Date in the Guaranteed Production Table below, provided that the following conditions are met throughout the term of the Performance Guarantee:

(a) Any shade-causing circumstances or conditions identified in the Agreement with respect to Your Property prior to installation of the System that You agreed to eliminate have been eliminated prior to the Initial Production Date;

(b) There is no damage, malfunction, or degradation of electrical output caused by the Customer's failure to properly operate or maintain the System (including keeping the System free from shading) in accordance with the recommended maintenance requirements from Baker and the Suppliers (including the manufacturers) of the System Products incorporated into and making up the System;

(c) Baker is able to continuously monitor the System as required under Section 5 below and there are no interruptions in internet connectivity or failures of monitoring equipment or related components lasting for more than forty-eight (48) hours (any connectivity outages lasting for more than thirty (30) days will automatically void the Performance Guarantee unless otherwise agreed by Baker in writing);

(d) Customer maintains continuous active electrical service with respect to the System (any connectivity outages lasting for more than thirty (30) days will automatically void the Performance Guarantee unless otherwise agreed by Baker in writing);

(e) Any production deficiencies are due to a failure of Baker's design, engineering, or installation of the System; and

(f) Any production deficiencies are not otherwise covered by a System Product Warranty or due to defective System Products.



You, as the owner of the Property and any subsequent owners of the Property, agree to allow Baker and its authorized representatives access Your Property to inspect and service the System for a period of ten (10) years from the Initial Production Date in connection with the Performance Guarantee.

Baker does not warrant or guarantee any specific electrical performance of the System other than the Performance Guarantee.

For the purposes of this Warranty, “**Expected Cumulative Production**” as of each Evaluation Date will be the Expected Cumulative Production (in kWh), including degradation, set forth for such Evaluation Date in the Guaranteed Production Table below.

For the purposes of this Warranty, “**Actual Cumulative Production**” as of each Evaluation Date will be the cumulative quantity of electricity (in kWh), including degradation, produced

by the System from the Initial Production Date, as measured by Baker through remote monitoring of the System, as described in Section 3 below. If at any time Baker is unable to monitor the System remotely for any reason or for any period, Actual Cumulative Production during such period will be estimated by Baker. Additionally, Actual Cumulative Production will be adjusted to include electricity that Baker estimates would have been produced during any periods of time when the System is shut down or producing less power due to a transmission grid failure, at Your request, or Your failure to perform any of Your obligations under the Agreement and/or this Warranty.

For the purposes of this Warranty, “**Guaranteed Cumulative Production**” as of each Evaluation Date will be the Guaranteed Cumulative Production (in kWh), including degradation, set forth for such Evaluation Date in the Guaranteed Production Table below. The Guaranteed Cumulative Production on each Evaluation Date will be equal to ninety percent (90%) of the Expected Cumulative Production for such Evaluation Date.

GUARANTEED PRODUCTION TABLE		
Evaluation Date	Expected Cumulative Production (kWh)	Guaranteed Cumulative Production (kWh)
2 Years from Initial Production Date	[22,888 kWh]	[20,599 kWh]
4 Years from Initial Production Date	[45,456 kWh]	[40,910 kWh]
6 Years from Initial Production Date	[67,709 kWh]	[60,938 kWh]
8 Years from Initial Production Date	[89,652 kWh]	[80,687 kWh]
10 Years from Initial Production Date	[111,289 kWh]	[100,160 kWh]

4. What is required for monitoring in connection with the Performance Guarantee?

In order for us to monitor the System and provide You with the Performance Guarantee, Your Property must have and maintain active electrical service, and You will need to provide, at Your expense, a consistent and continuous internet connection through Your home network. Alternatively, Baker may, in its sole discretion, offer You cellular based monitoring of the System at additional cost. Prior to the commencement of the System installation, You must notify Baker if You will NOT provide the required internet access.

If You provide this internet connection, You need to provide access to the internet connection. Additionally, for Your internet connection to meet the requirements of this Performance Guarantee, Your home network must be configured so that (a) TCP ports 80, 20 and 21 are open, and (b) access to primary and secondary DNS servers is open.

If You provide the electricity and the internet connection described above (or if Baker provides You with cellular based monitoring), Baker will monitor the System remotely at no additional cost to You.

Additionally, Baker will promptly notify You if Baker receives monitoring information indicating that the System is not operating correctly. If You provide the required internet connection on the Initial Production Date but no longer wish to provide it during the term of the Performance Guarantee, then Baker may, in its sole discretion, either offer You a cellular based monitoring solution at additional cost or terminate the Performance Guarantee.

You agree to notify Baker immediately if the electricity at Your Property or Your internet connection will not be available for more than forty-eight (48) hours. If You fail to provide the electricity or internet connection described above for any period of time, Baker may estimate the power produced by the System using reasonable means. IF YOU FAIL TO PROVIDE THE ELECTRICITY OR INTERNET CONNECTION DESCRIBED ABOVE FOR A PERIOD LONGER THAN THIRTY (30) DAYS, THIS PERFORMANCE GUARANTEE WILL AUTOMATICALLY TERMINATE AND BAKER WILL NO LONGER PROVIDE YOU WITH THE PERFORMANCE GUARANTEE.



If the Property does not have suitable cellular coverage and You cannot or will not provide internet access, or the electricity is not available consistently, then Baker will be unable to properly monitor the System and cannot provide You with the Performance Guarantee. In such an event, Baker will not be liable to You in the event that the Actual Cumulative Production is less than the Guaranteed Cumulative Production.

5. What happens if the System does not meet the Performance Guarantee?

If the System fails to comply with the Cumulative Performance Guarantee on any Evaluation Date, then within ninety (90) days of such Evaluation Date, Baker will have the option, at Baker's sole election, to either:

- (a) Repair, upgrade, or add to the System (or any part thereof) to ensure that the System performs according to the Performance Guarantee in subsequent Evaluation Periods; or
- (b) Pay You an amount ("**Performance Credit**") equal to the difference in kWh between the Guaranteed Cumulative Production and the Actual Cumulative Production as of the Evaluation Date, multiplied by \$0.15.

Customer Initials 

6. What happens if the System performs better than the Performance Guarantee?

If the System performs better than the Performance Guarantee (i.e., the System produces more Actual Cumulative Production than the Guaranteed Cumulative Production during the term of the Performance Guarantee) then this surplus energy is Yours at no additional cost. The Guaranteed Cumulative Production and Actual Cumulative Production are based on the cumulative amount of energy (kWh) produced by the System beginning on the Initial Production Date, so the surplus energy on any Evaluation Date will be automatically included in Actual Cumulative Production and will offset any future periods of lower electricity production.

7. What circumstances will void this Warranty?

In addition to the limitations and exclusions set forth above, the Limited Warranty and the Performance Guarantee provided in this Warranty will be void and will not apply to repairs, improvements, corrections, or replacements of the System required by, or reduced or lost electricity production resulting from, any of the following:

- (a) Your gross negligence or Your intentional damage to the System;
- (b) Your breach of or failure to perform Your obligations under the Agreement and/or this Warranty;

(c) Any actual or attempted installation, repair, alteration, replacement, movement, change or modification to the System made by anyone other than Baker or without Baker's prior written consent; or

(d) Shading due to foliage or other obstacles that shade the System in an amount greater than the System's location was shaded on the Initial Production Date.

(e) **Energizing your system without utility's prior written consent to operate and Baker's expressed consent.**

8. Under what circumstances will Baker's obligation to perform under this Warranty be extended?

Baker will not be in breach of this Warranty because of any failure or delay in complying with its Limited Warranty, Performance Guarantee, or any other obligations under this Warranty if such failure or delay is the result of one or more Force Majeure Events or their effects. Additionally, the periods allowed for the performance by Baker of its obligations under this Warranty shall be extended for so long as such Force Majeure Events or effects continue. In order to claim relief due to Force Majeure Events, Baker will provide You with prompt notice of the Force Majeure Event, to the extent reasonably practicable. The suspension of Baker's performance must be of no greater duration and scope than that required by the Force Majeure Event and Baker's excused obligation must not be one which arose before the Force Majeure Event and which should have been fully performed before the Force Majeure Event occurred.

9. How do You contact Baker with questions or submit a claim to get service? How will Baker contact You?

To ask a question regarding this Warranty, You may call Baker at (760) 546-6000 during normal business hours.

To submit a claim or provide any other notice under this Warranty, You must send us the request in writing, by email, certified or registered first-class mail, post prepaid, with a return receipt requested, or a reputable courier service requiring signature for receipt, at the following address:

Baker Electric Solar
Attn: Warranty Claims
2140 Enterprise Street
Escondido, California 92029
service@bakerelectricsolar.com

To notify You under this Warranty, Baker may send You a notice in writing in the manner described above, to the email or mailing address provided in the Agreement or any subsequent contact information that You provide under the Agreement or this Warranty.

The parties agree that any emailed document shall be deemed an original document.



10. What happens if You submit a claim?

If Baker receives a claim under this Warranty from You, Baker will review Your claim and notify You within fifteen (15) business days whether Your claim is covered by this Warranty. If Baker cannot make this determination without inspecting the System, Baker will send our employee, contractor, or agent to Your Property within fifteen (15) business days of the date Baker receives Your claim, and Baker will then notify You within ten (10) business days of the visit as to whether Your claim is covered by this Warranty.

If Your claim is covered by this Warranty, Baker will either pay You the required amounts under the Performance Guarantee or make the repair or replacement under the Limited Warranty within a reasonable period of time, at no cost to You. Baker may use new or reconditioned parts to make repairs. Baker will use commercially reasonable efforts to replace parts with the same type of equipment but may substitute materials or types of equipment if necessary. Any equipment substitution will not change our Performance Guarantee obligations. Additionally, at Baker's option (but at no additional cost to You), Baker may elect to make cosmetic repairs that are not covered by the Limited Warranty or to upgrade or add to any part of the System to ensure that it performs according to the Performance Guarantee.

If Your claim is not covered by this Warranty, or if Your claim is covered but Baker elects to pay You the required amounts under the Performance Guarantee without making any repair or replacement, then You may request that Baker make the repair or replacement at Your cost and expense. Baker will send a representative to Your Property to provide You with a price quote for the requested services. You may then elect whether to have Baker provide the requested services at the quoted price. The price quote will be based on standard pricing terms that are on a time and materials basis.

11. What happens if You want to move the System for any reason, including renovation or repair of Your Property?

The System may only be moved by Baker, and only in order to permit You to renovate or repair the Property at Your request and Your expense. Baker will send a representative to Your Property to provide You with a price quote for moving the System. You may then elect whether to have Baker move the System at the quoted price. The price quote will be based on standard pricing terms that are on a time and materials basis. ANY MOVEMENT, CHANGE, ALTERATION, OR OTHER MODIFICATION OF THE SYSTEM BY ANYONE OTHER THAN BAKER WITHOUT BAKER'S PRIOR WRITTEN CONSENT WILL AUTOMATICALLY VOID BOTH THE LIMITED WARRANTY AND THE PERFORMANCE GUARANTEE.

12. What happens if You sell Your Property?

This Warranty only protects the person that owns the Property including the System. If You transfer all of Your rights and obligations in connection with the System to a transferee of Your Property in a manner that is permitted by the Agreement, then Your remaining rights and obligations under this Warranty will also transfer to the transferee. YOU MAY NOT OTHERWISE TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS WARRANTY. ANY TRANSFeree OF THE SYSTEM WILL BE BOUND BY ALL REMAINING OBLIGATIONS AND DUTIES OF THE CUSTOMER UNDER THE AGREEMENT AND THIS WARRANTY.

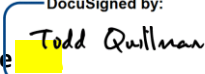
13. Can Baker transfer or assign its rights and obligations under this Warranty?

Baker may transfer, sell, or otherwise assign any and all of its rights and obligations under this Warranty to another party, without Your consent and without prior notice to You. Any assignment of Baker's obligations under this Warranty will be to a party that is qualified to perform such obligations and that expressly accepts responsibility in writing for our obligations under this Warranty. Upon such transfer, sale, or assignment, Baker shall be released from all future obligations under this Warranty.

14. How does this Warranty relate to the Agreement?

This Warranty is an exhibit to the Agreement and is subject to all of the terms and conditions of the Agreement. In the event of any conflict between this Warranty and the terms of the Agreement, the terms of this Warranty will control.

**LIMITED WARRANTY AND PERFORMANCE GUARANTEE
ACKNOWLEDGED**

DocuSigned by:
Customer Signature 
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**EXHIBIT 3****NOTICE OF CANCELLATION FORMS****NOTICE OF CANCELLATION (Customer Copy)**

10/16/2017
Agreement Date

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (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

NB Baker Electric, Inc. dba Baker Electric Solar,

at 2140 Enterprise Street, Escondido, CA 92029,

not later than midnight of the third day following the Agreement Date: 10/16/2017
[Agreement Date]

I hereby cancel this transaction.

(Date)

(Customer's signature) **(SIGN HERE ONLY IF CANCELLING)**

**NOTICE OF CANCELLATION (Contractor Copy)**

10/16/2017

Agreement Date

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (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

NB Baker Electric, Inc. dba Baker Electric Solar,

at 2140 Enterprise Street, Escondido, CA 92029,

not later than midnight of the third day following the Agreement Date: : 10/16/2017
[Agreement Date]

I hereby cancel this transaction.

(Date)

(Customer's signature) **(SIGN HERE ONLY IF CANCELLING)**

**EXHIBIT 4****NOTICE ABOUT CONTRACTORS' STATE LICENSE BOARD**

California Business & Professions Code § 7159(e)(5):

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB):

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 WEBSITE AT WWW.CSLB.CA.GOV

CALL CSLB AT 800-321-CSLB (2752)

WRITE CSLB AT P.O. BOX 26000, SACRAMENTO, CA 95826

**EXHIBIT 5****MECHANICS LIEN WARNING**

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanics lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor, or (2) any other method or device that is appropriate under the circumstances.

California Business & Professions Code § 7159(e)(4):

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 "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 received the Preliminary Notices.

You will get the 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 twenty (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 website at www.cslb.cs.gov or call CSLB at 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.

**EXHIBIT 6****ASSOCIATION APPROVAL ACKNOWLEDGEMENT****NOTICE REGARDING REQUIREMENT OF ASSOCIATION APPROVAL:**

You are solely responsible for any and all costs and expenses of any nature associated with obtaining any approvals required from any Homeowners Association or any other association or organization (each an “**Association**”) with any rights or claims over or with respect to the Property in connection with the installation of Your System under this Agreement. Baker agrees to provide You with reasonable support and documentation required by any Association in connection with You obtaining any required Association approval.

Association Exists? DocuSigned by: Yes

Customer Signature: Todd Quillman
977E80EB12E5416...

Association Name and Contact Information (indicate if not applicable, or unknown at this time):

HOA Name:

HOA Phone (number with area code only):

[OR]

ALTERNATIVE WAIVER OF ASSOCIATION APPROVAL REQUIREMENT AND INDEMNITY:

You may, at your own discretion and at Your sole risk, authorize Baker to proceed with installation of Your System without advance written approval from any applicable Association.

By signing below, You hereby direct Baker to proceed with installation of the Your System even though You have not received advance written approval from all applicable Associations.

You agree that You will be solely responsible for, and will immediately reimburse, defend, and indemnify Baker for all costs and expenses incurred directly and indirectly by Baker in connection with or arising out of Your election to waive and not obtain advance written Association approval for the installation of Your System. Such costs may include, without limitation, the cost of removing and replacing some or all of the installed System and/or the cost to revise the design, and a reasonable mark-up for overhead and profit in connection with any such work.

CUSTOMER:

Signature: _____

Dated: _____

Signature: _____

Dated: _____



EXHIBIT 7

FORM OF CHANGE ORDER

To:Job Number:

From:Job Name:

Change Order Number:

Date:

Description:

Qualifications:

Exclusions:

Original contract / prior amount to this revision

Add for this revision

New Total Contract value

Payment for this change order is due upon completion of change order work. If this change order is amending your lease/loan, you will be required to sign a new loan/lease document.

If this change order meets your approval, please sign where noted below and return a copy to our office to serve as authorization of the above.

Both parties agree that this change order amends the previously signed contract between homeowner and Baker Electric Solar.

No other terms or conditions of the Agreement shall be negated or changed as a result of this Change Order.

CUSTOMER:

Signature: _____

Name: _____

Dated: _____

Signature: _____

Name: _____

Dated: _____

CONTRACTOR:

NB Baker Electric Inc. dba Baker Electric Solar,
a California corporation

Signature: _____

Name: _____

Title: _____

Dated: _____