

SOLAR LEASE AGREEMENT OVERVIEW

Customer 1 Full Name: Marco Martin Munoz	Customer 3 Full Name:	Full Installation Address: 4239 South Gasly Paseo Ontario, CA, 91762	Full Mailing Address: 10000 Imperial Hwy Apt a220 Downey Ca 90242
Customer 2: Full Name:	Customer 4 Full Name:		
Community Name: Copper Leaf at Falloncrest (the “Community”)	Customer Email: marcomunozm54@gmail.com	Customer Phone: 323 479 4211	Customer Service Hotline: 1-888-435-5818 Email: newhomesupport@gaf.energy

This page contains a summary of the main Agreement terms, and is not a binding contract. The full terms and conditions are contained in the Agreement, attached to this summary.

Our Promise: ● A Rooftop Photovoltaic System has been or will be installed at your Home. ● Unless your Agreement has an Addendum for a Battery System, your System will not include a Battery for energy storage. ● We own the System, which we lease to you. ● We will own, operate, maintain and repair (if needed) the System throughout the Term of the Agreement. ● Your obligation to make payments does not begin until the System is activated. ● Following activation, the Agreement will have a 25-year term, with a 25-year energy performance guarantee, unless the System is purchased by you during the Term. ● If you purchase the System during the Term, you will be assigned the equipment manufacturers’ warranties, which (a) may exclude coverage for (among other things) labor costs, and (b) have remaining coverage periods that are shorter than the remaining lease term. ● If you have any questions regarding your agreement with us, please call: 1-888-435-5818 or email newhomesupport@gaf.energy	Your Obligations: ● Make the Monthly Payment (<u>\$ 139.47</u> fixed) each month. Your Monthly Payment includes a \$5 discount that you will lose if you cease to make automatic payments. ● Provide us with reasonable access to your property and roof for operations, maintenance and repair services, but only to the extent set forth herein. ● Continue service with your Local Electric Utility. ● Respond promptly to us when we need information or cooperation from you. ● Keep us informed of any property transfers involving your home. ● Keep your roof in good condition and refrain from doing anything to your property that would damage or obstruct the System’s performance. ● Take all reasonable measures to prevent overshadowing of the roof on your Home, but only to the extent set forth herein. ● Cooperate with us in getting your solar roof system activated with the Local Electric Utility.
If you move, you have options: ● You may transfer this Lease to a subsequent homebuyer; ● You may purchase the System, which you may do at any time after the Activation Date; or ● You may have us remove the System and repair the roof and pay us a fee for the same.	At the end of 25 years, you may: ● Extend the Lease; ● Require us to remove the system at no cost to you and repair the roof; or ● Purchase the system.

DISCLOSURES REQUIRED BY FEDERAL LAW

Description of Leased Property: solar energy system that comprises of (CHECK ONE):
☐ GAF Energy Timberline Solar® energy shingle system], including inverter(s) and other components as described on Exhibit V (“System”).
☒ Rooftop photovoltaic system with rack-mounted components, including inverter(s) or microinverters and other components as described on Exhibit V (“System”).

Your System does not contain a Battery System for energy storage unless a Battery Addendum is attached to this Agreement. Battery System: ☒ yes ☐ no

Amount Due at Signing or Delivery	Monthly Payments	Other Charges	Total of Payments (The amount you will have to pay by the end of the Term of this Agreement)
\$0.00	Based on the best information reasonably available, the Activation Date of the System is estimated to be 60 days after close of escrow. Your first monthly payment is estimated to be \$ 139.47 . It is due in the calendar month following the Activation Date on the 15 th day following the date of the first invoice, and on the first of the month thereafter. The actual amount of your Monthly Payment (the “Monthly Payment”) will be determined approximately on the date the System is installed and Company will notify you if the actual Monthly Payment differs from the above-estimated monthly payment; provided however, the actual Monthly Payment will not exceed the above-estimated payment.	(not part of your monthly payment) \$0.00	\$41,841.00

Purchase Option. You have an option to purchase the System at any time by paying to us the Purchase Price at that time, including at the end of the Term.

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and insurance.

Summary of Terms

Estimated Activation Date:	Sixty (60) days from Close of Escrow.
Approximate System Size (in DC kW):	Based on the best information reasonably available, PV System size is estimated to be 3.280 kW (which is estimated to deliver approximately 5,157 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including, but not limited to, weather, soiling and shading). The actual size of your PV System will be determined approximately at the time of the installation of the PV System and Company will notify you if the actual size differs from the estimated size set forth herein. If your System also includes a Battery, as more fully described in the Battery Addendum.
Transfer of Ownership:	If the Premises are sold or transferred while this Agreement is still in effect, you must either: (i) buy the System (or have the transferee of the Premises buy the System) from Company for the amount determined pursuant to Exhibit II; or (ii) require the transferee of the Premises to execute an agreement with Company assuming all of your obligations under this Agreement. You will remain liable under this Agreement until either option (i) or (ii) occur.
Official Fees and Taxes:	Based on current tax rates and law, the estimated total amount you will pay for official fees, and taxes over the Term of this Agreement: \$0.00.
Maintenance:	If you fulfill your obligations under this Agreement, then the Company will be responsible for maintaining the System in good operating condition during the Term of this Agreement but only to the extent described in Section 3 and Exhibit I of this Agreement.
Warranties:	See Section 3 and Exhibit I of this Agreement for a full explanation of applicable warranties and disclaimers.

Lease Agreement on Next Page

SOLAR LEASE AGREEMENT

This is a legally binding agreement that secures for you the benefits provided by the System, so please read everything carefully including all of the Exhibits and Addendums. If you do not meet your contract obligations under this Agreement, you may lose your rights to the benefits of the System. If you have any questions regarding this Agreement, please call the Customer Service Hotline specified above.

This Solar Lease Agreement (the “Agreement” or “Lease”) is entered into on the date the last party signs as indicated by the date on the signature page by and between Marco Martin Munoz, the purchaser(s) of the home specified above (collectively, “you” or the “Customer”), and GAF ENERGY LLC, a Delaware limited liability company together with its successors and assigns (“we,” “us,” “our” or the “Company”). This Agreement covers the lease by Company to you of the System. The System (defined below) has been installed at the Full Installation Address set forth in the Solar Lease Agreement Overview. This Agreement will refer to the Full Installation Address as the “Premises” or your “Home.” This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state and local law. Customer and Company are each individually referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Section 1 of this Agreement.

1. Definitions.

Defined Terms. Unless defined in the body of this Agreement, all capitalized terms used herein have the meanings set forth below:

- (a) “**Activation Date**” means the date on which Company has (1) received all necessary approvals from the Local Electric Utility and other relevant authority, WHICH MAY OR MAY NOT HAVE OCCURRED PRIOR TO THE CLOSE OF ESCROW and (2) completed the energization of the System and connection thereof with the Local Electric Utility.
- (b) “**Bankruptcy**” means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.
- (c) “**Builder**” means Lennar Homes of California, LLC or one of its affiliates.
- (d) “**Close of Escrow**” means the closing date for the purchase of the Home by Customer pursuant to the Home Purchase Agreement between Customer and Builder.
- (e) “**Community**” shall have the meaning set forth under Solar Lease Agreement Overview on page (1) hereof.
- (f) “**Company**” means the party identified the caption of this Agreement, or any assignee or subsidiary thereof.
- (g) “**Customer**” means the purchaser or purchasers of the home specified above.
- (h) “**Effective Date**” means the date that is the later of the Close of Escrow or the Activation Date as defined in Section 1(a) and (c) this Agreement; provided, however, that under no circumstances shall the Effective Date be prior to the Close of Escrow.
- (i) “**Fair Market Value**” means the value set forth in Exhibit II.
- (j) “**Home**” means the physical structure making up the residence at the Address.
- (k) “**Home Purchase Agreement**” means that certain Purchase and Sale Agreement by and between Customer and Builder for the purchase and sale of the Home.
- (l) “**Interest Rate**” means the lesser of (i) ten percent (10%) or (ii) maximum rate permitted by law.
- (m) “**Monthly Payment**” means the amount due each month from Customer to Company for the lease of the System, as set forth above.
- (n) “**Local Electric Utility**” means the local electric utility that provides retail electric service to Customer.

(o) **“Ownership Benefits”** means all property rights in (i) the System; and (ii) any credits, rebates, incentives, allowances, tax benefits, or certificates that are attributed, allocated, or related to the System, the Electricity, or environmental attributes associated with it; and (iii) any rights associated with the programs involving the System’s connection to the electrical grid.

(p) **“Premises”** means Customer’s Home and all surrounding property to which Customer holds title at, or otherwise exercises control over, the Address.

(q) **“PV System”** means the solar photovoltaic system installed on the roof of the Home.

(r) **“Renewable Energy Incentives”** means (i) all available production or investment tax credits and credits related to climate change associated with the construction or operation of the System applicable to a federal, state or local taxation obligation, (ii) all federal, state and local tax benefits (including, without limitation, deductions, accelerated depreciation, credits and other allowances) and tax attributes relating to the System, and (iii) all other current and future financial incentives relating to the installation or ownership of the System (including, without limitation, governmental, utility and nongovernmental credits, grants, rebates, and renewable energy credits or certificates, including rebates under the California Energy Commission’s New Solar Homes Partnership). For the avoidance of doubt, Renewable Energy Incentives do not include, and Company is not entitled to: (I) credits or payments from the Local Electric Utility to its customers for the power generated by the System pursuant to the Local Electric Utility’s net metering program, as set forth in [Section 2.05](#); or (II) incentives offered by the Local Electric Utility only to its customers, unless such incentives may be assigned by Customer to a third party, in which case Customer agrees to assign such incentives to Company.

(s) **“Roofing Restoration”** means restoration of the condition of the part of a Home’s roofing material that is affected by removal of a PV System, so that the restored condition is sound, watertight and (to the extent reasonably feasible) aesthetically consistent with the then-existing prevalent condition of the other part of the Home’s roofing material. Customer acknowledges that the Company will not restore or repair other portions of your Home that are not impacted by the PV System or its removal.

(t) **“System”** means, collectively, the PV System, and if applicable, any energy storage device (**“Battery”**).

(u) **“Term”** shall mean the date that is twenty-five (25) years after the Effective Date. However, if the Activation Date has not occurred prior to the Close of Escrow, Company may request that Customer cooperate with Company to obtain a Permission to Operate (**“PTO”**) from the Local Electric Utility (by executing required agreements with the Local Electric Utility and/or providing account information); in certain cases, Company may also require an in-house appointment with Customer (once PTO is obtained) in order to energize the System. If Customer does not cooperate with Company with respect to the PTO or does not schedule the appointment to energize the System (if necessary) within ten (10) business days from the delivery by Company to Customer of a written request (including via email) for either action, or, in the case of the appointment, such appointment is cancelled or rescheduled and does not take place within twenty (20) business days from the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days from the delivery of such request. The Term of this Agreement shall end twenty-five years after it commences, unless the Term (i) is extended for up to five (5) years pursuant to [Section 5.03\(a\)](#), in which case the Term will include such extension period or (ii) is terminated earlier pursuant to [Section 2.02](#) or other provisions of [Section 5](#).

(v) **“We,” “Us” and “Our”** means Company and its successors and assigns.

(w) **“You” and “Your”** means each person or legal entity, jointly and individually, that signs this Agreement as Customer.

2. [Your Rights and Obligations.](#)

2.01 **[Lease.](#)** Company shall lease to Customer, and Customer shall lease from Company, the System during the Term in consideration of Customer's payment of the Monthly Payment set forth on page 1 hereof to Company.

2.02 **[Contingency and Automatic Termination.](#)** In the event that the Close of Escrow does not occur or the Home Purchase Agreement is terminated for any reason, this Agreement will be automatically canceled and terminated and neither Party shall have any obligations or liabilities under this Agreement.

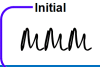
2.03 **[Invoicing and Payment; Waiver of Payment Claims.](#)**

(a) **[Monthly Invoice.](#)** Company shall invoice Customer monthly on such date as Company may select, for the previous month’s Monthly Payment, plus all applicable taxes to be collected from Customer by Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal the amounts set forth on page 1 hereof.

You will begin paying the Company after the System is Activated.

(b) Payment of Taxes. The Monthly Payments include all applicable sales tax. Company (and not Customer) will be responsible for personal property taxes assessed on the System; provided however, Customer is responsible for any real estate taxes associated with the Property. It is Customer’s responsibility to verify that the System is not included as part of any real property tax assessment specific to the Property. To the extent any tax exemption is available to offset any taxes imposed on and paid by Customer as a result of the System, Customer (and not Company) shall be entitled to claim such exemption.

(c) Method of Payment. You agree to make payments to us by either automatic payment deduction from your designated checking account, savings account, or automatic charge to your credit card (“**Auto Payment**”). It is your responsibility to ensure that there are adequate funds in your account or that you have an adequate credit limit to make payment as agreed. If you make payment by a means other than Auto Payment, then you will lose the discount of five dollars (\$5) per month that is reflected in the Monthly Payment set forth in this Agreement. If you are more than fifteen (15) days past due, you will be required to pay a late fee of ten dollars (\$10) per month, or the maximum amount permitted under applicable law, whichever is less. If you continue to fail to make any payment thirty (30) days after we give you written notice, then you will be in Customer Default and we may exercise all remedies available to us.

<i>Customer(s) Initials:</i>	Initial 	BY INITIALING, YOU AGREE THAT WE MAY AUTOMATICALLY CHARGE YOUR DESIGNATED CREDIT CARD OR DEBIT YOUR DESIGNATED CHECKING ACCOUNT FOR ANY AND ALL AMOUNTS YOU OWE TO US UNDER THIS LEASE.

(d) Waiver of Security Interest. YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN THE SYSTEM OR THIS AGREEMENT.

2.04 Use of the System. Customer may request an in-home solar orientation appointment at any time prior to, or within thirty (30) days after, the remote activation of the PV System by Company. Customer is entitled to the benefit of any power generated by the PV System during the Term of this Agreement. The PV System is for residential use. CUSTOMER ALSO ACKNOWLEDGES THAT CUSTOMER HAS CAREFULLY READ AND AGREES TO THE PROVISIONS OF THE LIMITED WARRANTIES AND PERFORMANCE GUARANTEE IN EXHIBIT I OF THIS AGREEMENT.

2.05 Payments and Credits from the Local Electric Utility. Local law may entitle Customer to credits or payments from the Local Electric Utility for the power generated by the System that is placed onto the transmission and distribution grid of the Local Electric Utility. Customer shall be responsible for executing, returning (within ten (10) business days of delivery thereof) and complying with any agreements or other documents in order to obtain such credits and payments and as necessary for the interconnection and activation of the System. Customer shall be entitled to retain all such credits or payments for its own account. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT LOCAL LAW MAY CHANGE AND CUSTOMER MAY NOT BE ENTITLED TO THE SAME (OR ANY) CREDITS OR PAYMENTS FROM THE LOCAL ELECTRIC UTILITY THROUGHOUT THE TERM. REGARDLESS OF CUSTOMER’S PARTICIPATION IN SUCH A PROGRAM, AND REGARDLESS OF ANY CHANGES IN THE NET METERING LAWS APPLICABLE TO CUSTOMER, CUSTOMER IS RESPONSIBLE FOR MAKING THE MONTHLY PAYMENT TO COMPANY EACH MONTH.

2.06 Monitoring; Customer and Energy Data.

(a) Company or its third-party contractor has the right to monitor some or portions of the System to collect data regarding the System or components thereof. For example, Company may provide and maintain remote monitoring equipment to measure the production of energy by the PV System and may maintain monitoring equipment to measure Customer energy consumption data. You agree to provide us directly, or reasonably cooperate with us and your Utility to authorize your Utility to provide us data associated with your electricity usage throughout the time this Agreement is in effect. We will make the data available to you via <https://gaf.energy/your-privacy-choices> or upon your request to newhomenotices@gaf.energy.

(b) Further the Company may collect and store information regarding Customer’s Premises location, the System, and other information related to the System. The data collected pursuant to this Section 2.06(a) and (b) are referred to as “**Customer Information**”).

(c) You agree that we may use, store and disclose Customer Information with our assignees, affiliated business entities, service providers, financing parties collectively “**Permitted Entities**”). You authorize us and our Permitted Entities that may act on our behalf to make calls and send SMS text messages to you for marketing and other business purposes. You may opt-out of receiving marketing communications by emailing our customer service department at newhomenotices@gaf.energy.

<i>Customer(s) Initials:</i>	Initial 	BY INITIALING, YOU AGREE THAT COMPANY MAY SHARE CUSTOMER INFORMATION WITH OUR PERMITTED ENTITIES, AND THAT OUR PERMITTED ENTITIES MAY CONTACT YOU.

(d) Customer further agrees and acknowledges that: (i) Company owns all energy production data and energy consumption data collected pursuant to this Agreement, and (ii) Company shall be permitted to use such data as necessary in the operation of Company's business, subject to any restrictions on use provided under applicable law.

(e) Customer shall maintain electrical connections for Company's remote monitoring equipment, and shall maintain a working internet connection and a router with an available port for such monitoring unless the Home is located in an area with cellular service that Company determines to be reliably functional for Company's remote monitoring, provided however, that if Customer is unable to provide working internet, then the Home must be located in an area with cellular service that Company determines to be reliably functional. Working internet at the Premises or an area with cellular service that the Company determines to be reliably functional is a critical component to the Company's monitoring of the System.

(f) In the event that (1) Customer is unable or fails to maintain the required working internet or electrical connection(s) at any time during the Term, and (2) Company determines that the Home does not have reliably functional cellular service, then during the period of time of such conditions, Company will be unable to provide remote performance monitoring of the System and conduct remote troubleshooting of the System, and Customer shall be solely responsible for notifying Company, in writing, if the PV System is not functioning properly. If Customer does not so notify Company that the System is not functioning properly, then during the period of time of such conditions. Company shall have no responsibility for detecting or resolving any problems with the System, **AND THE PERFORMANCE GUARANTEE SHALL BE VOID DURING SUCH TIME**; and Customer will not be entitled to a refund or credit of any Monthly Payments during such period.

(g) The Local Electric Utility may require the installation of an additional meter that will be owned and maintained by the Local Electric Utility, at no cost to Customer.

2.07 System Activation Delay. Customer is solely responsible for all electric utility costs for the Home after Close of Escrow. If interconnection or activation of the System for the Home is delayed by any cause, Customer's initial electric utility costs before the System is activated may be higher than the Customer's electric utility costs after the System is activated.

3. Warranties, Maintenance, Insurance and Removal.

3.01 Warranties; Maintenance; Drone Inspection.

(a) Repair, Maintenance; Drone Inspection. During the Term, and subject in all respects to your obligations contained herein and in Exhibit I, Company will operate and maintain the System **at our sole cost and expense**, in good operating condition, and in material compliance with all applicable laws and permits and the Local Electric Utility's requirements. To reduce response times for System service calls and the impact of inspections on roofs, you agree that Company may (with no less than forty-eight (48) hours' advance notice to Customer) operate a drone on your property, from outside the Home, for aerial video inspection of the roof-top PV System and any other objects related to the service call. There is no guarantee that such a drone inspection will not inadvertently view other areas outside the Home.

(b) Warranties. In addition to the Performance Guarantee, we provide additional warranties relating to the System, as set forth on Exhibit I.

3.02 Company Insurance. Company shall at all times during the Term of this Agreement maintain general liability insurance with respect to the System. Company may or may not maintain property damage insurance for specific types of damage and casualty loss to the System.

3.03 Homeowner's Insurance. Company agrees not to be named loss payee (or named insured) on Customer's property damage insurance policy covering the Premises. Any damage that occurs as a result of the installation, malfunction, manufacturing defect, or removal of the System is the responsibility of Company. To the extent that Customer's existing homeowner's insurance covers the System, and Customer desires to have Company restore a System that has been damaged by a casualty that is not covered by Company's insurance (as set forth in Section 3.04), Customer shall assign the proceeds of such insurance that relate to the System to Company; provided, however, that Customer shall have no obligation hereunder to procure insurance that provides such coverage.

3.04 Casualty Losses. If the System is damaged by a casualty covered by property damage insurance maintained by Company, Company will promptly repair and replace the damaged portions of the System as necessary to restore

them to good working condition. If the System is damaged by a casualty not caused by Customer or Customer’s contractors or agents, Company may at its sole option (i) repair and restore the System to good working condition, or (ii) terminate this Agreement and, at Customer’s option, (I) convey the System in its existing condition, “AS-IS”, to Customer or (II) remove and dispose of the System and perform related Roofing Restoration at no cost to Customer. Notwithstanding the foregoing, if Company accepts assignment of insurance proceeds from Customer (as set forth in Section 3.03) for repair or restoration of the System, Company shall repair and restore the System to good working condition.

3.05 Access to Premises and Sunlight. Customer grants to Company the right for access over the portions of Premise reasonably necessary for the installation, interconnection, activation, operation, monitoring, inspection, evaluation, servicing, maintenance, preservation, testing, inspecting, repair, replacement, improvement, and removal of the System, now or hereafter installed on the Premises provided that Company shall be responsible for all damage caused by the same. The foregoing rights of access to the Premises shall constitute a license coupled with an interest and will be irrevocable until sixty (60) after this Agreement terminates. Company will use reasonable efforts to notify Customer prior coming onto the Property; provided, however, Customer agrees that notice to Customer and Customer’s consent is required for Company to enter the Home subject to the terms of this Agreement. IT IS NOT LEGAL FOR COMPANY TO ENTER YOUR PROPERTY UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REMOVE THE SYSTEM. Customer agrees to take all reasonable actions necessary to keep the System’s access to sunlight the substantially the same as existed on the Effective Date, including (without limitation): (i) Customer will not alter or allow the Premises to be altered in any way that would obstruct sunlight; and (ii) Customer will trim all Customer’s trees and foliage at Customer’s own cost.

3.06 No Alteration. Except as may be required in order for the Local Electric Utility to install metering equipment, Customer will not alter, modify, enhance, remove, add or attach anything to the System or any individual System , including any monitoring or metering equipment provided by Company (collectively “**Alterations**”) without Company’s prior written approval. Notwithstanding the foregoing, any Alteration that is made will become part of the System and will become Company’s property at Company’s sole discretion. In no event will Customer take any action in relation to any of the System that could void or impair the warranties specified in Section 3.01 and Exhibit I, and any manufacturers’ warranties assigned to Customer pursuant to Exhibit I and those contained in the Battery Addendum, as applicable (being the only warranties related to the System) or its installation or which might cause any damage to the System, or which would cause the System not to operate as intended at the Home. CUSTOMER WILL NOT, AND WILL NOT PERMIT ANY OTHER PERSON (OTHER THAN IN THE CASE OF AN EMERGENCY, SUBJECT TO SECTION 3.09 BELOW), TO TOUCH OR TAMPER IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH ANY PART OF THE SYSTEM FOR ANY REASON, AS SUCH MAY BE ENERGIZED AND PRESENTS A RISK OF ELECTRIC SHOCK, WHICH MAY CAUSE SERIOUS INJURY OR DEATH.

3.07 No Removal of System by Customer. Customer agrees that the System will not be removed by Customer or anyone acting upon the direction of Customer other than the Company and will at all times be kept and used at the Premises. If Company removes the PV System at the end of the Term, Company will also perform related Roofing Restoration at no cost to Customer.

3.08 Temporary Removals. If Customer desires to make any repairs or improvements to the Premises that require the temporary removal of the System, that could interfere with the performance or operation of the System, or which might cause any damage to the System (including, without limitation, repair of the roof or any structure on the Premises on which the System is situated), Customer shall give Company at least thirty (30) days’ prior written notice, such that Company or its third-party contractors shall provide Customer with an estimate of the costs to remove and secure the System prior to commencement of the repair or improvement and replace the System after the repair or improvements have been completed. If Customer elects to proceed with repair or improvement to the Premises, it shall so notify Company and Customer shall reimburse Company for all reasonable costs of removing, securing, storing and replacing the System and for any damage thereto not caused by Company or its agents. Except in the event of emergency, Customer may not remove or have the System removed without prior written consent of Company. You will have thirty (30) days to complete your repairs and for Company to reinstall the System. If we are unable to reinstall the System within such thirty (30) day-period, then you will not be required to resume paying the monthly Lease Payments.

<i>Customer(s) Initials:</i>	Initial 	
BY INITIALING, YOU AGREE TO (1) GIVE US AT LEAST THIRTY (30) DAYS’ NOTICE IF YOU NEED US TO REMOVE THE SYSTEM, (2) PAY FOR ALL OUR REASONABLE COSTS TO REMOVE, STORE, AND REINSTALL THE SYSTEM, AND (3) CONTINUE TO PAY THE MONTHLY PAYMENTS WHILE THE SYSTEM IS NOT OPERATING (EXCEPT FOR THE FIRST THIRTY (30) DAYS AS PROVIDED ABOVE).		

3.09 Emergency Removals. In the case of emergencies that may reasonably require temporary removal or relocation of the System or any System , Customer shall contact Company, and Company shall respond to Customer’s requests as quickly as practicable at Customer’s sole expense; provided, however, if Company is unable to respond

as necessary to the emergency, Customer may, at its own expense, contract with a solar installer licensed in the state in which the Home is located to remove and store the System as necessary to make repairs required by the emergency. Customer shall notify Company within forty-eight (48) hours after taking any such action.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE GUARANTEE SHALL NOT APPLY DURING THE TEMPORARY REMOVALS OR EMERGENCY REMOVALS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT REMOVAL OF THE SYSTEM OR ANY SYSTEM PURSUANT TO SECTION 3.08 AND THIS SECTION 3.09 SHALL NOT AFFECT CUSTOMER’S OBLIGATION TO MAKE THE MONTHLY PAYMENTS WHEN DUE HEREUNDER. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE HOME IS SUBJECT TO A CASUALTY LOSS AS PROVIDED FOR IN SECTION 3.04 THAT FORCES REMOVAL OF THE SYSTEM, COMPANY SHALL FOREGO BILLING CUSTOMER FOR THE MONTHLY PAYMENTS FOR A PERIOD EQUAL TO THE REASONABLE AMOUNT OF TIME REQUIRED TO PERFORM THE NECESSARY HOME REPAIRS AND REPLACE THE SYSTEM. The amount of the Monthly Payment that is suspended per day over any period shall be determined by prorating the Monthly Payment over a thirty (30) day month.

3.10 Duty to Notify. If Customer notices that the System is damaged, is not functioning properly for any reason, appears unsafe, or is stolen, Customer will promptly notify Company by calling the Customer Service Hotline provided on the cover sheet of this Agreement.

Please notify us of any event or circumstance that may affect the System or your ability to pay the Monthly Payments.

3.11 Duty to Cooperate. Customer agrees to cooperate with Company and to return or respond within ten (10) business days of receipt of any documents or request from Company relating to the System, including, without limitation, documents relating to interconnection and activation of the System, and documents relating to any Renewable Energy Incentives.

4. Ownership of System and Ownership Benefits.

4.01 System Components. Unless and until Customer purchases the System prior to the expiration of the Term under this Agreement, Company owns the System and the Ownership Benefits for all purposes and Customer has no ownership interest in the System or the Ownership Benefits. Customer acknowledges and agrees that the System is the personal property of Company and are not fixtures to the Premises.

4.02 Ownership Benefits and Renewable Energy Incentives. At the request of Company, Customer shall execute and deliver any application, agreement or other document(s) as may be necessary for Company to obtain any applicable Renewable Energy Incentives or Ownership Benefits within ten (10) business days of Customer’s receipt thereof.

4.03 No Liens, No ID Removal. To the fullest extent permitted by law, Customer agrees to keep the System free of any liens and other encumbrances. Customer agrees that the System may be reasonably marked and identified as personal property of Company. Customer may not change, remove, or alter any of these markings or identifications.

5. Rights and Obligations: Upon Sale of the Home, After the Term of the Agreement, Upon Termination of the Agreement, and Upon Default.

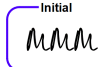
5.01 Sale of the Home. If the Premises are voluntarily (or involuntarily) transferred during the Term, then, if Customer is not in breach of this Agreement, you will have the right to do either of the following: (i) buy the System (or have the transferee of the Premises buy the System) for the amount determined pursuant to Exhibit II, (ii) have the transferee assume all of Customer’s obligations under this Agreement, including payment obligations or (iii) you may elect to have the System removed and pay to us a fee equal to our labor, equipment, overhead, permitting, the value of any Ownership Benefits that Company will lose and/or will be required to return, and other directly associated costs to remove the System, plus any applicable taxes, which amount may exceed the purchase price of the System determined pursuant to Exhibit II. After removal under this subsection (iii), the Agreement will terminate.

Customer agrees to give Company at least thirty (30) days’, but not more than three (3) months’ prior written notice and to cooperate with Company to cause the transferee of the Premises to execute a written assignment of this Agreement, if applicable. Otherwise, Customer will remain responsible for Customer’s obligations under this Agreement after the sale of the Home until either the System is purchased or the transferee assumes all of the obligations of Customer hereunder. In the event of a foreclosure or threat of foreclosure where the Premises are transferred to a lender, such lender or assignee or subsequent purchaser (such persons, “**Post-Foreclosure Assignees**”) of the Premises has the discretion to: (A) become the beneficiary of this Agreement with Company; (B) enter into a new agreement with Company, under terms no less favorable than this Agreement; or (C) terminate this Agreement and require Company to remove the System at no cost to such Post-Foreclosure Assignees.

(a) Written Assignment. If this Agreement is transferred to the transferee of the Home, pursuant to clause (ii) above, Customer, the transferee and Company shall execute a written assignment of this Agreement. Until

the transferee has executed the assignment of this Agreement, Customer shall remain responsible for performing under this Agreement. If Customer (or the transferee) chooses to buy the System, it will pay any recording or filing fees related to the assignment or purchase, applicable sales, transfer taxes or personal property taxes in addition to the purchase price determined pursuant to Exhibit II (unless specifically included in the price). Customer agrees to pay the recording fees associated with recordation of the documents evidencing either the assignment of this Agreement or the purchase of the System. EXCEPT IN CONNECTION WITH A SALE OF THE PREMISES, DURING THE TERM OF THIS AGREEMENT, CUSTOMER WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT WITHOUT COMPANY'S PRIOR WRITTEN CONSENT.

(b) Lease of a Home. In the event Customer leases the Home to a third party, Customer will remain responsible for the payments due under this Agreement and for causing Customer's tenants to comply with all applicable provisions of this Agreement. CUSTOMER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE MONTHLY PAYMENTS, EVEN IF THE HOME IS VACANT. Customer will receive Company invoices directly and acknowledges that Company shall have no obligation to contact Customer's tenant for any reason.

<i>Customer(s) Initials:</i>	Initial 	BY INITIALING, YOU AGREE THAT YOU WILL BE INVOICED, AND WILL BE RESPONSIBLE TO PAY, THE MONTHLY PAYMENTS EVEN IF THE HOME IS VACANT.

5.02 Purchase Option. Homeowner has the option to purchase the System Components at any time, including at the end of the Lease Term. To exercise this option, Homeowner must be in good standing under this Agreement and provide Company with at least thirty (30) days', but not more than three (3) months' prior written notice. The purchase price for the System shall be the System's Fair Market Value. Customer agrees to pay the recording and filing fees associated with the documents evidencing the termination of the Agreement and purchase of the System. If Customer elects to purchase the System, then Company's obligations under Section 1 of Exhibit I will continue and each manufacturer's warranty associated with your System components will continue in effect to your benefit for the remainder of the applicable warranty term designated therein. The Production Guarantee will cease to be effective upon your purchase of the System under this Agreement.

5.03 End of Term. At the end of the Term of this Agreement, Customer has the following options (in addition to its purchase option provided in Section 5.02):

(a) Option to Extend. If Customer is in compliance with this Agreement, Customer may extend the initial Term of this Agreement for up to five (5) years at the same Monthly Payment rate in effect at the end of the initial Term; or

(b) Terminate this Agreement. Customer may request that Company remove and dispose of the System, in which case Company shall remove and dispose of the roof-top System from the Home except that Company may in its discretion not remove the Timberline Solar® Shingle Roof System.

Company shall perform related Roofing Restoration. The Parties' obligations under this Agreement shall terminate thirty (30) days after removal and Roofing Restoration except as otherwise set forth herein. Company will send forms relating to the above options at least three (3) months prior to the expiration of the Term (including any applicable extension period), and Customer shall complete and return the forms at least one (1) month prior to the expiration of the Term (including any applicable extension period). If Customer does not return the forms to Company prior to the expiration of such Term, then this Agreement will automatically renew on a year-to-year basis with Monthly Payments equal to the monthly rate in effect at the end of the Term to the extent permitted by state law. You may cancel this automatic renewal provision prior to any subsequent renewal by sending an email to newhomenotices@gaf.energy (as the same may be updated by providing a notice to you) with your election to terminate this Agreement pursuant to Section 5.03(b).

5.04 Customer Default.

(a) Customer Events of Default. A "**Customer Event of Default**" shall mean, with respect to Customer, the occurrence of any of the following:

- (i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within thirty (30) calendar days after written notice;
- (ii) the failure to perform any other obligation (other than those listed in this Section 5.04(a)) set forth in this Agreement (which includes any negative obligations undertaken by Customer hereunder) within thirty (30) calendar days after written notice;

- (iii) the failure to cooperate with Company to permit the interconnection and activation of the System, including pursuant to Section 3.11, if such failure is not remedied within thirty (30) calendar days after written notice;
- (iv) Customer denies Company or its third party contractors access to the Premises as necessary under the terms of this Agreement and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;
- (v) Customer attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except with respect to the sale of the Home, as provided for in Section 5.01, without Company's prior written consent;
- (vi) Intentionally deleted;
- (vii) Customer, due to gross negligence or with willful misconduct, damages the System or any other property or right of Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of System) and 3.10 (Duty to Notify); or
- (viii) You repudiate your obligations under this Agreement.

(b) Remedies for Customer Default. Upon the occurrence of a Customer Event of Default, Company may exercise any one or more of the following remedies:

- (i) suspend its performance under this Agreement until Customer Event of Default has been cured;
- (ii) leave the System in place on the Home, but deny Customer access to and use of the power generated therefrom, which may be redirected and sold to third parties, if permitted by law, for Company's account (including to the Local Electric Utility) in Company's sole discretion ("**Third Party Sales**");
- (iii) exercise any other remedy provided under applicable law or regulation, including seeking a pre or post judgment lien or similar security interest on or against the Home, but such remedy shall not include punitive or liquidated damages or specific performance; and/or
- (iv) collect as actual damages the remaining payments due under this Agreement (including all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of Customer Event of Default; our reasonable attorney's fees; *less* any amounts Company recovers or reasonably expects to recover from any Third Party Sales (if applicable) or any other recoveries related to the System as permitted by law ("**Default Payment**"). Company will provide you with calculation(s) of its measure of damages. YOU AGREE THAT THE DEFAULT PAYMENT IS A FAIR REPRESENTATION OF THE DAMAGES AND LOSSES THAT WE MAY INCUR AS A RESULT OF A CUSTOMER EVENT OF DEFAULT.

Customer(s) Initials:	Initial MM	BY INITIALING, YOU AGREE TO PAY THE DEFAULT PAYMENT IN THE EVENT THIS AGREEMENT IS TERMINATED OR CANCELED AS A RESULT OF A CUSTOMER EVENT OF DEFAULT.

(c) Credit Reporting. Company reserves the right to submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on Customer's credit record if Customer does not pay any amounts due under this Agreement as required.

Our remedies set forth in this Section 5.04(b) and (c) are cumulative and not exclusive.

5.05 Company's Default.

(a) Company Events of Default. A "**Company Event of Default**" shall mean: Company (or Lender (as defined in Section 6.07)), in its sole discretion, on Company's behalf) fails to perform any material obligation set forth in this Agreement (which includes any negative obligations undertaken by Company hereunder) within thirty (30) calendar days after written notice by Customer to Company of such failure to perform.

(b) Remedies for Company Event of Default; Release of Customer Claims. Upon the occurrence of a Company Event of Default subject to all notice and right to cure periods provided for in Section 5.05(a), Customer may immediately cease making its Monthly Payments, and in a subsequent written notice to Company, terminate this Agreement and request removal and disposal of the System (subject to the Company's right to leave certain portions of the System) and related Roofing Restoration, at Company's expense, provided that such removal, disposal and related Roofing Restoration shall be performed in all instances by Company or its third party contractors within sixty (60) days of the termination of this Agreement; and provided that Company shall be solely responsible for

repayment of any Renewable Energy Incentives that may be required by the applicable authority that granted such Renewable Energy Incentives.

If Company fails to remove and dispose of the System and to perform the related Roofing Restoration within the period following the written notice of termination by Customer as stated above, Customer may contract with a qualified third-party contractor for such removal, disposal and related Roofing Restoration, and Company shall reimburse Customer for its actual costs reasonably incurred therefor.

Notwithstanding the foregoing, if after termination of this Agreement pursuant to a Company Event of Default, Company removes from the Premises and disposes of the roof-top System, and performs the related Roofing Restoration (or reimburses Customer for its costs reasonably incurred therefor), then Customer shall have no right to claim damages as a result of the termination of this Agreement, and Customer shall release and hold Company harmless from and against any damages resulting from Company Event of Default, except for any damages to the Home resulting from the removal of the System, whether by Company or by Customer, but excepting therefrom any damages caused by Customer's negligence.

5.06 Amounts Due and Payable at Time of Termination. NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT, ANY AMOUNTS DUE AND PAYABLE BY EITHER PARTY AS OF THE DATE OF TERMINATION SHALL NOT BE AFFECTED AND SHALL REMAIN DUE AND PAYABLE.

6. Miscellaneous.

6.01 Limitation of Liability; Exclusive Warranties. EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

EXCEPT AS SET FORTH IN THIS AGREEMENT, INCLUDING EXHIBIT I AND, IF APPLICABLE, THE BATTERY ADDENDUM, THE COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE SYSTEM, ITS INSTALLATION, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS, AND TO THE EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, CUSTOMER HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event that any implied warranties, including the implied warranties of fitness or particular purpose or merchantability arising under state law cannot be waived, such warranties shall in no event extend past the expiration of any warranty period in this Agreement. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

6.02 No Liability for Builder. The Parties acknowledge and agree that:

(a) Neither Builder nor any of its affiliates, successors or assigns is a party to or bound by any of the provisions of this Agreement,

(b) Customer has not relied on any oral representation or statements made by Builder's representative or any other agent or employee of Builder, and

(c) Builder has no liability to Customer with respect to the System or to Company's obligations under this Agreement.

6.03 Assignment by Company. Company may sell, assign or in any other way transfer its rights and responsibilities in the System and this Agreement to any party whether or not such Company is affiliated with the Company without Customer's consent.

6.04 Contractors. Company may use third party contractors to design, install, operate, maintain, or repair the System and to perform any other duties under this Agreement, including collecting meter data on the electricity that the System generates and preparing and sending invoices to Customer and collecting amounts due under these invoices.

6.05 Governing Law; No Jury Trial. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state in which the Premises are located, without reference to any conflicts of law principles. The Parties agree that the exclusive jurisdiction and venue for any litigation hereunder shall be the court having jurisdiction in the county in which the Premises are located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Premises or other location mutually agreed to by the Parties. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

6.06 Dispute Resolution. The Parties agree to resolve any dispute that arises under this Agreement or their

relationship, pursuant to the provisions set forth in Exhibit IV.

6.07 Lender Accommodations. Customer acknowledges that Company may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more other financial institutions (any such institution, together with any agent, representative, trustee, or other designee on behalf of such institution, a “**Lender**”) and that Company’s obligations to such other financial institutions may be secured by a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the “**Lender’s Security Interest**”). In order to facilitate such financing or other accommodations, Customer agrees to the additional provisions of this Section that follow:

(a) Consent to Lender’s Security Interest. Customer consents to Company providing to Lender the Lender’s Security Interest. However, if the Lender forecloses on the Lender’s Security Interest and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the System subject to Customer’s rights, and Company’s obligations, under this Agreement. In that case, Customer will attorn to and recognize the Lender as the new owner of the System and will make all payments due under this Agreement in accordance with Lender’s instructions.

(b) Acknowledgement and Confirmation. By executing this Agreement, Customer acknowledges and agrees that this Agreement is a lease, not a sale, that the ownership of the System remains in Company, that the System are the “personal property” of Company (as defined under Article 9 of the Uniform Commercial Code). The System Component is not a “fixture”, “component”, “component part”, or any part of the “real property” associated with the Premises (as those terms may be defined by applicable law). Customer further acknowledges and agrees that Company is authorized to file a Form UCC-1 Financing Statement or similar statement with all applicable governmental agencies to evidence such ownership (which UCC-1 is not a lien or encumbrance against the Premises). Company shall accommodate reasonable requests from lenders or title companies to facilitate a financing or refinancing of the Premises by subordinating the UCC-1 for a reasonable processing fee.

The System is
personal property
and owned by the
Company.

(c) Further Assurances. At the request of the Lender (or Company on Lender's behalf), Customer agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Company, and to secure the obligations evidenced by Lender’s Security Interest, so long as such document, instrument or statement does not increase Customer’s obligations or decrease Customer’s benefits under this Agreement.

6.08 Notices. All notices required to be provided under this Agreement will be in writing and shall be sent by personal delivery, electronic mail online customer portal (if Customer has registered for the same), overnight courier, or U.S. Postal Service, via registered or certified mail, and deemed received upon personal delivery, Customer’s acknowledgement of receipt of the electronic transmission (which may include confirmation through Company’s customer communications management software), the delivery date after deposit with overnight courier, or signature of the registered mail or certified mail receipt. Notices shall be sent to Customer at Customer’s Address. Notices to Company shall be sent to the following address: GAF Energy LLC, 1 Campus Drive, Parsippany, NJ 07054 Attention: Enterprise Team with a copy to the Legal Department. Either Party may, by written notice to the other, designate a different address, email address or online portal destination, which shall be substituted for the one specified herein or previously specified.

For all other communications, Customer agrees to update the telephone number and other contact information provided to Company if that information changes and consents to Company (and/or anyone acting on Company’s behalf) using any wireless or wireline telephone number, email address, or other contact information that Customer has provided or provides, using any reasonable means of communication, including texts and voice calls that are made from a device deemed an automatic telephone dialing system or using an artificial or prerecorded voice. However, Customer may revoke this consent and the consent provided by this Paragraph is not a condition to Customer receiving the services provided under this Agreement. Customer’s execution of this Agreement constitutes express written consent to the terms of this Paragraph.

You may be entitled by law to receive certain information “in writing.” You agree that all information, documents, disclosures, notices, and agreements between you and us in electronic form (collectively, “Electronic Records”) will be deemed to be “in writing.” You further agree that we may use and obtain from your electronic signatures (such as by clicking, checking, or signing using a digital pen) in the processing of Electronic Records. We will provide the Electronic Records to you by emailing them to you at the most recent e-mail address that we have on file. You must notify us of any change in your e-mail address. By signing this Agreement, you acknowledge that you must have a device with an Internet connection, a compatible web browser, software to read a PDF (e.g., Adobe Acrobat Reader), and a valid and accessible e-mail account. You may request a paper copy of any Electronic Record, and we will send your paper copy to you via U.S. mail within ninety (90) days. You may opt-out of receiving Electronic Records by

calling or emailing our customer service department at newhomenotices@gaf.energy.

Customer(s) Initials:	Initial 	BY INITIALING, YOU AGREE TO RECEIVE DISCLOSURES FROM US ELECTRONICALLY AND OTHERWISE AGREE TO THE PROVISIONS OF THIS SECTION 6.08

6.09 Force Majeure. The failure or delay of either Party’s performance of its obligations under this Agreement (other than the obligation to make payments) shall be excused if such failure or delay of performance (including, without limitation, failure or interruption of the production, delivery or acceptance of power) is caused by matters beyond its reasonable control, including, but not limited to, strikes, civil commotion, riots, war, terrorism, revolution, sabotage or destruction by a third party of the System, the binding order or failure to act or rule changes of any governmental authority, including those affecting Local Electric Utility rates or charges, the unavailability of power from the utility grid, power or voltage surge caused by anyone other than Company, and acts of God such as storms, irregular weather, fires, hail, floods, lightning and earthquakes (each, a “**Force Majeure**”). Either Party’s duties and obligations shall be suspended for the duration of the Force Majeure; provided, however, that if the suspension shall continue in excess of one hundred eighty (180) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement with no further obligation, other than as set forth in Section 5.03(b) or as otherwise expressly set forth in this Agreement.

6.10 Entire Agreement. This Agreement, including the Exhibits and Addendums and documents referred to therein, contains the Parties’ entire agreement regarding the subject matter hereof. There are no unwritten or other agreements regarding this Agreement. Any change to this Agreement must be in writing and signed by both Customer and Company. If any provision or portion of this Agreement is determined to be unenforceable, or would render this Agreement unenforceable, such provision shall be removed, and the remaining provisions or portions shall be enforced in accordance with their terms.

6.11 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 4.01 (System), Section 4.02 (Ownership Benefits and Renewable Energy Incentives), Section 4.03 (No Liens, No ID Removal), Section 5.04(b) (Remedies for Customer Default), Section 5.05(b) (Remedies for Company Default; Release of Customer Claims), Section 6.01 (Limitation of Liability), Section 6.02 (No Liability for Builder), Section 6.05 (Governing Law; No Jury Trial), Section 6.06 (Dispute Resolution), Section 6.08 (Notices), Section 6.10 (Entire Agreement), Section 6.11 (Survival), Section 6.13 (Recordation of Notice of an Independent Solar Energy Producer Contract), Section 6.14 (No Waiver), Section 6.15 (Severability), Section 6.16 (Authority) and Section 6.18 (Disclosures).

6.12 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

6.13 Recordation of Notice of an Independent Solar Energy Producer Contract. Customer agrees to and acknowledges a “Notice of an Independent Solar Energy Producer Contract” in the form of Exhibit III as required by California Public Utilities Code Section 2869 will be executed by Company and authorizes Company to record the Notice in the Official Records of the county in which the Premises are located, together with any other document reasonably required by Company or applicable law to effectuate the foregoing.

6.14 No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any such right shall be deemed a waiver of any other right under this Agreement.

6.15 Severability. Should any part, term or provision of this Agreement contravene, or be invalid under, the laws of the United State of America, State in which the Premises is situated, or any political subdivision thereof, such contravention, or invalidity shall not invalidate any other provision of this Agreement, and this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and this Agreement shall be amended to include a part, term or provision that covers the same subject matter as the invalid provision and is as close to being the same provision as possible without contravening or being invalid with respect to the particular law in question.

6.16 Authority. BY SIGNING THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU WILL BE THE OWNER OF THE HOME AT THE ADDRESS LISTED ABOVE AS OF THE CLOSE OF ESCROW AND THAT YOU AND ANY OTHER PERSON

SIGNING THIS AGREEMENT UNDER THE HEADING “YOUR SIGNATURE” WILL BE THE ONLY OWNERS OF THIS HOME.

6.17 Credit Authorization. Any time following the execution of this Agreement, during the Initial Term, you agree that we, our assignees or financing partner may (a) obtain your credit rating (including, without limitation, your FICO® score) and consumer report from credit reporting agencies solely to analyze the sale of certain rights to the payments under this Agreement.; or (b) report your payment performance to credit reporting agencies. For purposes of clause (a) of this Section 6.17, you agree that all information you provide will be true and correct at the time.

Customer(s) Initials:	Initial mm		BY INITIALING HERE, YOU AGREE THAT COMPANY MAY OBTAIN YOUR CREDIT REPORT (this may affect your credit rating).

6.18 Disclosures.

Customer(s) Initials:	Initial mm		BY INITIALING, YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS THE OWNER OF THE SYSTEM, AND THAT THE INSTALLATION OF THE SYSTEM AT YOUR HOME DOES NOT QUALIFY YOU FOR A RESIDENTIAL INCOME TAX CREDIT UNDER THE RESIDENTIAL CLEAN ENERGY ACT (26 U.S.C.A. § 25D (West)).

[Signatures on the following page]
In Process

SIGNATURE PAGE AND NOTICE TO CUSTOMERS

- A. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT. These documents are incorporated into this Agreement and apply to the relationship between you and us: (1) Solar Lease Agreement; (2) Limited Warranties and Performance Guarantee as Exhibit I; (3) System Purchase Price Calculation as Exhibit II; (4) Form of Notice of an Independent Solar Energy Producer Contract as Exhibit III; (5) Dispute Resolution Procedure as Exhibit IV; (6) Equipment List as Exhibit V; (7) [INSERT BATTERY ADDENDUM, IF APPLICABLE] and any additional attachments, disclosures and exhibits, as applicable.
- B. IF YOU DO NOT ELECT ANY OF THE END-OF-INITIAL TERM OPTIONS SET FORTH IN SECTION 5.03, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS, TO THE EXTENT PERMITTED UNDER STATE LAW. READ SECTION 5.03 FOR MORE INFORMATION.
- C. DO NOT SIGN THIS AGREEMENT IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. You are entitled to a completely filled in copy of this Agreement, signed by both you and us, before we commence any work at the Premises.
- D. NOTICE TO THE LESSEE (YOU): **This is a lease. You are not buying the System.** Do not sign this lease before you read it. You are entitled to a completed copy of this lease when you sign it.
- E. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES – SEE Exhibit IV.

COMPANY SIGNATURE:	CUSTOMER SIGNATURES:	
By signing below, Company agrees to the terms and conditions of this Agreement. GAF ENERGY LLC, a Delaware limited liability company _____ Name: _____ Title: AUTHORIZED SIGNATORY Date Signed: _____	Signed by: <u>Marco Martin Munoz</u> 7730E951E66C4FA... Name: <u>Marco Martin Munoz</u> Date Signed: <u>9/24/2025</u>	Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____

Exhibit I

Limited Warranties, Performance Guarantee, and Related Terms & Conditions

The Parties agree this Exhibit I is incorporated into the Agreement as though it was set forth fully therein. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Agreement.

1. Limited Warranties. Subject to certain limitations stated below, we provide the following limited warranties (collectively, the “**Limited Warranties**”) for your System:

(a) **10-Year Limited Roof Leak Warranty:** If your roof is penetrated in an adverse manner (for example, in a manner that results in one or more roof leaks) or damaged as a result of a PV System installation, we will repair damages caused by us or our contractors. This roof warranty will begin on the date that the PV System installation begins and will run for ten (10) years following the completion of the PV System installation.

(b) If your PV System comprises of a Timberline Solar® Shingle Roof System, we warrant that during the initial twenty-five (25) year Term, the GAF Energy Timberline Solar® Energy Shingles will remain free from manufacturing defects that cause leaks (the “**Leak Protection Warranty**”). During the Term, through its contractors or subcontractors, Company will honor the Leak Protection Warranty and will ensure the repair or replacement of any defective component that is the cause of leaks, at no cost or expense to you (including all labor costs), following your submission of a valid claim to us in accordance with the Lease.

(c) **Other Warranties:** In addition to the above warranties, we warrant that we and our subcontractors are properly licensed to perform the installation of the PV System, and as applicable, the Battery System. For a period beginning from the date the Systems’ activation is complete until the greater of ten (10) years thereafter or the applicable statute of repose, Company warrants that such installation has been performed in a good and workmanlike manner and is free from defects in workmanship or materials, and in strict accordance with (i) any applicable manufacturer’s specifications or requirements, and (ii) all applicable laws codes, and other rules or regulations applicable to the performance of the Work. Any portion of Company’s work not complying with the foregoing shall be deemed to be in breach of this section.

2. Performance Guarantee. If you comply with your obligations under this Lease, including, without limitation, all terms and conditions contained in this Exhibit I, then we guarantee that in each year of the initial twenty-five (25) year Term, the PV System’s Actual Electricity Output will at least equal the Guaranteed Electricity Output (“**Performance Guarantee**”). THE SIZE OF THE PV SYSTEM COMPLIES WITH THE CURRENT ENERGY EFFICIENCY REQUIREMENTS OF CALIFORNIA LAW THAT APPLY TO THE CONSTRUCTION OF THE HOME AND THE SYSTEM. The following definitions apply to this Exhibit I and the table below:

(a) “**Actual Electricity Output**” means the total Electricity output of the PV System as measured by the performance meter (the “**Meter**”) in the prior year. If actual production data is unavailable during the year for any reason, we will estimate for purposes of the Guarantee Credit.

(b) “**Guaranteed Electricity Output**” means the amount of electricity that we guarantee will be produced by the PV System in each year of the initial twenty-five (25) year Term, which shall in no event be less than as required by applicable law.

(c) “**Guarantee Credit**” means the Shortfall, multiplied by the Guarantee Rate.

(d) “**Guarantee Rate**” means the rate equal to the Monthly Payment divided by the Guaranteed Electrical Output (as set forth in the table below).

(e) “**Shortfall**” means an amount greater than zero expressed in kilowatt-hours by taking the difference of the Guaranteed Electricity Output, less the Actual Energy Output.

Beginning with the first (1st) anniversary of the Activation Date, and upon each anniversary of the initial twenty-five (25) year Term thereafter, we will measure the Actual Electricity Output of the PV System for the previous year.

If the PV System’s Actual Electricity Output *is less than* the Guaranteed Electricity Output for such year, we will provide to you a bill credit on your next invoice(s) for an amount equal to the Guarantee Credit. If, in any year of the initial twenty-five (25) year Term, the PV System’s Actual Electricity Output *is greater than* the Guaranteed Electricity Output for such year, then you are entitled to the same without additional payment; provided that any such overproduction will be credited against future Shortfall, as determined under this Section 2. If repairs or replacements to the PV System are necessary to prevent a reoccurrence of Shortfall, the Company shall perform such

necessary repairs or replacements as required to return the System to such condition that the System will be anticipated to reach Guaranteed Electricity Output.

<u>Year</u>	<u>Guaranteed Electricity Output</u>	<u>Guarantee Rate</u>		<u>Year</u>	<u>Guaranteed Electricity Output</u>	<u>Guarantee Rate</u>
1	<u>4,641</u> kWh	<u>0.150</u> /kWh		14	<u>4,237</u> kWh	<u>0.150</u> /kWh
2	<u>4,609</u> kWh	<u>0.150</u> /kWh		15	<u>4,207</u> kWh	<u>0.150</u> /kWh
3	<u>4,577</u> kWh	<u>0.150</u> /kWh		16	<u>4,178</u> kWh	<u>0.150</u> /kWh
4	<u>4,545</u> kWh	<u>0.150</u> /kWh		17	<u>4,149</u> kWh	<u>0.150</u> /kWh
5	<u>4,513</u> kWh	<u>0.150</u> /kWh		18	<u>4,120</u> kWh	<u>0.150</u> /kWh
6	<u>4,481</u> kWh	<u>0.150</u> /kWh		19	<u>4,091</u> kWh	<u>0.150</u> /kWh
7	<u>4,450</u> kWh	<u>0.150</u> /kWh		20	<u>4,062</u> kWh	<u>0.150</u> /kWh
8	<u>4,419</u> kWh	<u>0.150</u> /kWh		21	<u>4,034</u> kWh	<u>0.150</u> /kWh
9	<u>4,388</u> kWh	<u>0.150</u> /kWh		22	<u>4,006</u> kWh	<u>0.150</u> /kWh
10	<u>4,357</u> kWh	<u>0.150</u> /kWh		23	<u>3,978</u> kWh	<u>0.150</u> /kWh
11	<u>4,327</u> kWh	<u>0.150</u> /kWh		24	<u>3,950</u> kWh	<u>0.150</u> /kWh
12	<u>4,297</u> kWh	<u>0.150</u> /kWh		25	<u>3,922</u> kWh	<u>0.150</u> /kWh
13	<u>4,267</u> kWh	<u>0.150</u> /kWh				

In Process

OTHER THAN AS EXPLICITLY SET FORTH IN THIS SECTION, WE DO NOT WARRANT OR GUARANTEE (1) THE AMOUNT OF ELECTRICITY PRODUCED BY THE SYSTEM FOR ANY PERIOD, (2) ANY COST SAVINGS, (3) THE EXISTENCE OF OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR LOCAL ELECTRIC UTILITY OR GOVERNMENT INCENTIVE PROGRAM THAT MAY BE AVAILABLE TO THE CUSTOMER, OR (4) THE AVAILABILITY OR YOUR ELIGIBILITY FOR ANY TAX OR OTHER STATE AND FEDERAL INCENTIVES, WHICH ARE ALSO SUBJECT TO CHANGE. ACTUAL UTILITY RATES AND NET-METERING BENEFITS MAY GO UP OR DOWN AND ACTUAL SAVINGS MAY VARY. FOR FURTHER INFORMATION REGARDING ELECTRICAL RETAIL RATES AND ENERGY PROGRAMS, PLEASE CONTACT YOUR UTILITY.

3. Conditions to Performance Guarantee and Limited Warranties

THE GUARANTEE AND LIMITED WARRANTIES WILL BE VOID AND OF NO FORCE AND EFFECT IF ONE OR MORE OF THE FOLLOWING CONDITIONS OCCUR:

- (a) Someone other than Company or its approved service providers installed, removed, re-installed or repaired the PV System or Battery, except in the case of emergency;
- (b) Intentionally deleted ;
- (c) Your failure to perform, or breach of, your material obligations under the Agreement, including your being unavailable or unwilling to provide access or reasonable assistance to us in diagnosing or repairing a problem,
- (d) Your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer’s warranties;
- (e) Any Force Majeure Event (as defined in Section 6 of the Agreement);
- (f) Any System failure or lost production not caused by a System or Battery (if applicable) defect (e.g., the PV System is not producing power because it has been removed to make roof repairs);
- (g) Theft or vandalism of the System;
- (h) A power or voltage surge caused by someone other than Company, including a grid supply voltage outside of the standard range specified by the local utility or the PV System specifications or as a result of a local power outage or curtailment; or
- (i) A change in usage of the Premises or any buildings at or near such Premises that may affect insolation without Company’s prior written approval.

4. Your Additional Obligations

You grant Company and its employees, agents and contractors the right to reasonably access the portion of the Premises as reasonably necessary for the purposes of compliance with this Performance Guarantee.

During the Term you agree:

- (a) To use reasonable efforts to avoid damage to the System;
- (b) Follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;
- (c) Only to have the System repaired pursuant to the terms of the Agreement and reasonably cooperate when repairs are being made;
- (d) To perform your obligations under this Performance Guarantee and not take or fail to take any action that would cause Performance Guarantee to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, or other services available under the Performance Guarantee, or disqualify or void any other manufacturer’s warranty or equipment manufacturer’s warranty applicable to any component of the System;
- (e) Keep your trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;
- (f) Not to modify your Home or landscaping in any way that shades the PV System;
- (g) To be responsible for supplying accessible space for operation of the PV System;
- (h) You agree that we are not responsible for the structural integrity of the Home where the System is installed except for a condition caused by Company or its service providers;
- (i) To not remove any reasonable markings or identification tags on the System;
- (j) To permit Company, after we give you reasonable notice, (with no less than forty-eight (48) hours’ advance notice to Customer) to inspect the System for proper operation as we reasonably determine necessary;
- (k) To not use the System for any unlawful purpose;
- (l) To notify Company immediately if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
- (m) To obtain Company’s written permission before moving, relocating or altering in any way the System;
- (n) To not sell, transfer, or lease the System except as permitted under the Agreement, or use it as security for a loan from another creditor;
- (o) Not to allow any other security interest or lien, other than that permitted under the Agreement, to attach to the System, whether by your action, inaction, or operation of law;
- (p) To give Company written notice of any third party’s claim to the System or any third party’s attempt to repossess, foreclose on, or sell the System, or any component of it, promptly after you first discover or have reason to suspect such a third-party claim or attempt;
- (q) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required; and
- (r) To return signed any documents sent to you by Company for signature within ten (10) business days of receiving them. The sole remedy for failure to return documents during this time be the excuse the performance of Company during the time of delay.

5. INTENTIONALLY OMITTED

6. INTENTIONALLY OMITTED

7. Assignment and Transfer of Limited Warranties and Performance Guarantee

Company may assign its rights and/or obligations under these Limited Warranties and Performance Guarantee to a third party without your consent. Your rights and obligations under the Performance Guarantee will be automatically transferred to any person who is assigned the Lease by Customer; the assignee shall be deemed to the “Customer” after date of assignment.

8. Total Loss and Termination

Notwithstanding any other provision of this Agreement, this Performance Guarantee shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the gross negligence or willful misconduct of you, your agents, contractors (other than Company), or your or their representatives, and this Agreement shall terminate, including your obligations hereunder, subject to the survival provisions of this Agreement.

9. Equipment Manufacturers’ Warranties.

The equipment manufacturers’ warranties (“**Manufacturers’ Warranties**”) will be issued to the Company as owner of the PV System, but operates (and will be enforced by the Company) for the benefit of the Premises during the Term. If Customer purchases the PV System pursuant to the Lease, Company shall assign the Manufacturers’ Warranties to Customer. Copies of Manufacturers’ Warranties will be delivered to Customer on or prior to the Effective Date and upon request by email to newhomesupport@gaf.energy. Manufacturers’ warranties may contain warranty coverage periods that are shorter than 25 years and expire sooner than the end of the full Term under this Agreement.

In Process

Exhibit II
System Purchase Price Calculation

To the extent your purchase of the System is contemplated in this Agreement, including, without limitation, Sections 5.01 and 5.02, Customer shall pay to Company the System Purchase Price, calculated as the Original Fair Market Value of the System, depreciated over the life of the System in accordance with the table below. The Purchase Price amount corresponds with the year in which the purchase is to occur.

The Original Fair Market Value of the System is: \$24,646.00

Year of the Term	System Purchase Price*		Year of the Term	System Purchase Price*
1	\$24,646.00		14	\$15,492.00
2	\$23,942.00		15	\$14,788.00
3	\$23,238.00		16	\$14,084.00
4	\$22,534.00		17	\$13,380.00
5	\$21,830.00		18	\$12,676.00
6	\$21,126.00		19	\$11,971.00
7	\$20,421.00		20	\$11,267.00
8	\$19,717.00		21	\$10,563.00
9	\$19,013.00		22	\$9,859.00
10	\$18,309.00		23	\$9,155.00
11	\$17,605.00		24	\$8,451.00
12	\$16,901.00		25	\$7,746.00
13	\$16,196.00			

*Includes sales tax

Exhibit III

Form of Notice of an Independent Solar Energy Producer Contract

NOTICE OF INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

ADDRESS OF SOLAR ELECTRIC GENERATION SYSTEM ____
PARCEL NO. ____

This real property is receiving part of its electric service from an independent solar energy producer that has retained ownership of a solar electric generation system that is located on an adjacent real property. The independent solar energy producer provides electric service to the current owner of this real property through a long-term contract for electric service. The independent solar energy producer is required to provide a copy of the contract to a prospective buyer of this real property within ten (10) days of the receipt of a written request from the current owner of this real property.

Solar Provider:

Description of the Solar Energy System: The solar energy system is a rooftop photovoltaic system, which contains rack-mounted components (if applicable), inverter(s) or microinverters and other components as described further in the lease agreement. The solar energy system does not contain an energy storage device (i.e., battery) unless a Battery Addendum is attached to the lease agreement.

Ownership of the Solar Energy System: The Solar Provider owns the solar energy system. This agreement is for the lease of the solar energy system.

Term of the Solar Energy Contract: The term of the solar energy contract is 25 years from the solar energy system activation date, unless the solar energy system is purchased by homeowner prior to the lease term expiring.

Purchase Option: Homeowner has an option to purchase the System at any time by paying Solar Provider the Purchase Price at that time, including at the end of the lease term.

Other Important Terms: See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and insurance.

This Notice is intended to provide a summary of the key terms of the solar energy contract. You should read the full contract carefully for a complete understanding of your rights and obligations.

Exhibit IV
Dispute Resolution Procedure

For any disputes that involve the Builder, Customer agrees to abide by the dispute resolution procedures set forth in the Home Purchase Agreement between Homeowner and Builder. For any disputes that arise out of this Agreement between the Parties, the Dispute Resolution Procedure set forth below apply:

Arbitration of Disputes. You and Company each have the right to file claims in small claims court for Disputes (as defined below in this Exhibit IV) within the scope of that court’s jurisdiction. Any Dispute which cannot be resolved within the jurisdiction of a small claims court shall, to the maximum extent permitted by applicable law, be resolved through alternative dispute resolution. You and we agree that we will first attempt to settle a Dispute by participating in good faith in Mediation (as defined below), administered by the American Arbitration Association (“**AAA**”) with a mediator selected from the AAA National Roster of Mediators. If within sixty (60) days after service of a written demand for mediation, the mediation does not result in settlement of the Dispute, then any unresolved Dispute arising from or relating to this Agreement or breach of it shall be resolved by binding arbitration, at the election of either party (as defined below). Such arbitration shall be administered by the AAA in accordance with AAA’s Consumer Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Class Action Waiver. You agree to bring claims against us only in your individual capacity and **YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.**

What is mediation?	Mediation is an informal negotiation assisted by a neutral third party (the mediator). Pursuant to the Parties’ Agreement, mediation is a precondition to any arbitration.
What is arbitration?	An alternative to a court case. In arbitration, a third-party arbitrator (“ TPA ”) resolves “Disputes” in a hearing. It is less formal than a court case.
Is arbitration different from court and jury trials?	Yes. The hearing is private. There is no jury. It is usually less formal, faster, and cheaper than a lawsuit. Pre-hearing fact finding (called “discovery”) is limited. Appeals are limited. The TPA’s findings are binding, and courts rarely overturn arbitration awards.
What does this cover?	All Disputes arising out of or in relation to this Agreement. This means all disputes that would usually be decided in court and are between us (or any Related Party) and you, including without limitation all claims related to or arising out of this Agreement, the System or our relationship with you (“ Disputes ”). Disputes include claims related to amendments, Lease Disclosures, Change Orders, any work performed at your property including but not limited to the installation or removal of the System, collections, privacy and Customer Information, claims related to the validity of this Agreement, AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.
What does this not cover?	Some issues cannot be arbitrated under this Agreement. Claims seeking individualized relief may be brought in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case the claim must be arbitrated.
Who handles the proceeding?	American Arbitration Association (“ AAA ”). The arbitration company will be the AAA, 1.800.778.7879, www.adr.org .
What are the arbitration rules?	Those in this clause along with the AAA Rules. Arbitrations are conducted under this Clause and the applicable AAA Active Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the AAA Consumer Arbitration Rules pursuant to the Consumer Due Process Protocol, which set forth certain protections to you (including a maximum filing fee). Any other arbitration rules that conflict with this Clause do not apply.
Can disputes be brought in Court?	Sometimes. Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small claims court.
Where will the arbitration hearing be held?	In your hometown area. If the Parties do not agree to the locale where the hearing is to be held, the AAA will determine the location of the hearing. You can find more information in the AAA Policy on Consumer Arbitrations, which is available here - https://www.adr.org/consumer .
Am I giving up any rights?	Yes. For Disputes subject to this clause, you give up your right to: (1) have juries decide Disputes; (2) have courts decide Disputes; (3) serve as a private attorney general or in a representative capacity; (4) join a Dispute you have with a dispute by other consumers; (5) bring or be a class member in a class action or class arbitration; and (6) have a jury trial.

Can I or another consumer start class arbitration?	No. AAA is not allowed to handle any Dispute between the Parties on a class or representative basis. All Disputes subject to this clause must be decided in an INDIVIDUAL arbitration. This clause will be void if a court rules that the TPA can decide a Dispute on a class basis and the court’s ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act (“ FAA ”). This Agreement involves interstate commerce. <i>THUS</i> , the FAA applies. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Who pays the fees for arbitration?	The AAA Rules in effect at the time will govern the allocation of AAA filing, administration, case-management, hearing, and arbitrator fees (“ AAA Fees ”). If you initiate an arbitration of claims valued at \$10,000 or less, Company will pay some or all AAA Fees, so long as you have fully complied with the Notice of Dispute and Mediation requirements above. However, if the arbitrator finds that you or your attorney violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all AAA Fees will be governed by the AAA Rules (including its rules regarding frivolous claims), and you agree to reimburse us for any amounts Company paid on your behalf that you are obligated to pay under the AAA Rules.
Can I make this clause ineffective?	No. This clause stays in force even if you: (1) cancel this Agreement; (2) default, renew, prepay, or pay the Agreement in full; or (3) go into or through bankruptcy.
Does this apply after termination?	Yes. This clause will remain in effect for Disputes that commence even after the Agreement has terminated.

Customer(s) Initials:	Initial 	BY INITIALING, YOU CONSENT AND AGREE TO MANDATORY AND BINDING ARBITRATION SUBJECT TO THE TERMS OF THIS <u>EXHIBIT IV</u> .

In Process

Exhibit V

If Customer has elected to lease a rooftop PV System with rack-mounted photovoltaic components, the PV System Components will consist of:

- Photovoltaic modular solar energy panels or laminates ("**Solar Array**"),
- Racking system rails, as required by design specifications
- Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- 'L' bracket and "standoff" risers, as required by design specifications
- Junction boxes, as required by design specifications
- Trunk cables and other roof-top electrical wiring; all wiring from Solar Array(s) into home's main electrical panel and between all required electrical accessories
- Disconnects, combiner panels, and other electrical accessories as required by design specifications and/or AHJs
- All related hardware and a solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port, or an active WiFi network, or the Property must be located in an area with cellular service that is reasonably acceptable to Company)

If Customer has elected to lease a PV System with a Timberline Solar® Energy Shingle Roof System, the PV System Components will consist of:

- Photovoltaic solar energy roofing shingles ("**Solar Array**"),
- Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- Rooftop or in-attic junction boxes, as required by design specifications
- All electrical wiring; from Solar Array(s), between all required electrical accessories, and into home's main electrical panel or other point of interconnection, as required by design specifications
- All disconnects, combiner panels, and other electrical accessories as required by design specifications and/or AHJs
- All related hardware and a solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port, or an active WiFi network, or the Property must be located in an area with cellular service that is reasonably acceptable to Company)

If Customer has elected to lease a Battery System, the Battery components will consist of:

- Battery cabinet containing the Battery and Battery electronics
- Battery control panel (which may be called a "gateway" or "transfer switch") serving as the primary hub connecting the PV System, home, and Battery, and containing smart controls to manage energy flow and monitoring equipment
- Battery

BATTERY ADDENDUM

This Battery Addendum (“**Battery Addendum**”) to the Solar Lease Agreement (the “**Lease**”) shall hereby supplement or modify the Lease as provided below. If there is a conflict between the provisions of the Lease and the Battery Addendum, the provisions of the Battery Addendum shall govern. Terms not otherwise defined in this Battery Addendum shall have the meaning ascribed to them in the Lease.

If this Battery Addendum is attached to your Lease then the “**System**” shall be deemed to include Battery System anywhere that the “**System**” is used in the Lease, except as otherwise indicated. Additionally, except as otherwise indicated, “**System**” shall be deemed to include the Battery System.

1. Definitions.

- (a) “**Battery**” or “**Batteries**” means an energy storage system (an “**ESS**”) in the form of a battery or multiple batteries.
- (b) “**Battery System**” means the Battery control panel (which may also be called a “gateway” or “transfer switch”) serving as the primary hub connecting the PV System, Home and Battery, and containing smart controls to manage energy flow and monitoring equipment provided, however, that Battery System do not include the Battery Fixtures.
- (c) “**Battery Fixtures**” means the materials and parts of the Battery that are not Battery System Components, each as identified below:
 - i. Battery backed-up loads panel (which may also be called the “critical loads panel”) containing all breakers for loads that can be powered by the Battery;
 - ii. Battery wiring inside the Home wall cavities, connecting Battery fixtures and System
 - iii. Traditional electrical load management or other devices included in the homes standard main electrical panel, such as breakers, load control devices, wiring and utility equipment.

- 2. Batteries and Use of Power; Release of Liability; Waiver of Claims.** The System will include one or more Batteries, which will be installed by Company or its contractors. Under normal operating conditions, the installed Battery should pose no danger to you. However, if mishandled or damaged, the installed Battery may become dangerous and could pose dangers related, but not limited to fire hazards, high-voltage hazards, and mechanical damage. Please consult your Battery manufacturer’s warranty materials for handling and operation information. You agree to release and not hold Company liable for any loss from Battery mishandling or damage you cause.
- 3. Remote Monitoring.** You agree that Company shall have the right to remotely monitor and update your Battery System, and to the extent permitted under any separate agreement you execute to participate in remote energy management of your Battery, control the discharge or reserve of its energy.
- 4. Backup Power; Release of Liability.** Your System will provide limited backup power in the event of a utility outage. You acknowledge and agree that only the energy in the Battery, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by the solar system during that outage. Company provides no guarantee or warranty that Battery backup capacity will be available without interruption during every power outage. You agree that Company will not be liable in the event the Battery fails to provide backup power and Company disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery to provide backup power arising out of Company’s gross negligence or willful misconduct. DO NOT DEPEND ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.
- 5. Residential Use Only.** Customer agrees to use the System and any power generated by the System and stored in the Battery solely for personal, family or household purposes. Customer agrees that the electricity generated by the System may not be used primarily to heat a swimming pool.
- 6. Authorization to Share Battery Data.** You authorize Company to collect, share, and exchange data related to your Battery, your energy usage and/or energy production, your electric bill, operational data about your Battery, and your location data, for purposes of registering and including your battery in programs relating to energy services, operating and improving such programs, and as otherwise permitted by applicable law.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS CAREFULLY READ AND AGREES TO THE PROVISIONS OF THIS

BATTERY ADDENDUM INCLUDING (I) THE SECTION ENTITLED “BATTERIES AND USE OF BATTERY POWER; RELEASE OF LIABILITY; WAIVER OF CLAIMS” INCLUDING BUYER’S RELEASE OF COMPANY FROM LIABILITY FOR ANY LOSS FROM BATTERY MISHANDLING OR DAMAGE CAUSED BY CUSTOMER, AND (II) THE SECTION ENTITLED “BACKUP POWER; RELEASE OF LIABILITY” DESCRIBING A BATTERY’S LIMITED STORAGE OF BACKUP POWER.

COMPANY SIGNATURE:	CUSTOMER SIGNATURES:	
By signing below, Company agrees to the terms and conditions of this Agreement. GAF ENERGY LLC, a Delaware limited liability company _____ Name: _____ Title: AUTHORIZED SIGNATORY Date Signed: _____	Signed by: Marco Martin Munoz 7730E064E66C4FA... _____ Name: Marco Martin Munoz Date Signed: 9/24/2025	_____ Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____
	_____ Name: _____ Date Signed: _____	_____ Name: _____ Date Signed: _____

In Process

Certificate Of Completion

Envelope Id: 409D4546-B945-4DB6-90B3-1C4FD8E1A0EF
Subject: Copperleaf HS 190- 4239 S. Gasly Paseo, Ontario
Source Envelope:
Document Pages: 26
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Debra Conners
5505 Blue Lagoon Drive, Suite 502
Miami, 33126
debra.conners@lennar.com
IP Address: 204.109.18.254

Record Tracking

Status: Original
9/24/2025 9:19:44 PM
Holder: Debra Conners
debra.conners@lennar.com
Location: DocuSign

Signer Events

Marco Martin Munoz
Marcomunozm54@gmail.com
Security Level: Email, Account Authentication
(Optional), Access Code

Signature

Signed by:

7730E951E66C4FA...

Signature Adoption: Pre-selected Style
Using IP Address: 172.56.182.160
Signed using mobile

Timestamp

Sent: 9/24/2025 9:29:42 PM
Viewed: 9/24/2025 11:48:46 PM
Signed: 9/24/2025 11:50:21 PM

Electronic Record and Signature Disclosure:
Accepted: 9/24/2025 11:48:46 PM
ID: 6e5c18ed-eb16-42dd-878f-27a04a08eb67

Scott Sumetz
NewHomeDocuSign@gaf.energy
Security Level: Email, Account Authentication
(Optional)

Sent: 9/24/2025 11:50:23 PM

Electronic Record and Signature Disclosure:
Accepted: 9/24/2025 2:36:42 PM
ID: 48e6145d-ed2e-4231-be49-904291fac86e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Debra Conners
debra.conners@lennar.com
New Home Consultant
Lennar Corporation
Security Level: Email, Account Authentication
(Optional)

COPIED

Sent: 9/24/2025 11:50:23 PM

Electronic Record and Signature Disclosure:
Accepted: 5/22/2024 12:46:35 PM
ID: 8d56afe2-223d-45a4-84f9-adf133ced64b

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2025 9:29:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lennar Corporation, and all applicable affiliated and subsidiary companies, including but not limited to: CalAtlantic Group, LLC, Lennar Commercial Services, Inc., Lennar Commercial Services, LLC, Lennar Homes, LLC, the Lennar Family of Builders, Lennar Homes of California, LLC, Lennar Homes USA, Lennar Sales Corp., Quarterra Living, Inc., Quarterra Living, LLC, Quarterra Multifamily Communities, LLC, Rialto Capital Management, and WCI Communities, LLC, hereinafter individually and/or collectively referred to as "we", "us" or the "Company") may provide to you certain written documents, notices or disclosures authorizations, acknowledgements, and other documents that are necessary or required to be provided during the course of our relationship with you ("Documents"). Described below are the terms and conditions for providing to you the Documents through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Electronic Access: To access these electronic Documents, you must have (a) a personal computer or mobile device and an operating system capable of receiving, accessing, displaying, and either printing or storing information, (b) an Internet connection, (c) Internet Browser Software such as Google Chrome®, Safari®, or Firefox®, and (d) a valid email address. Your Internet Browser Software must support AES-256-bit encryption and Secure Sockets Layer (SSL) protocol. If you are able to see this Electronic Record and Signature Disclosure, your hardware and software should allow you to access these electronic Documents.

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