vivint.Solar

Residential Solar Power Purchase Agreement

Customer Name & Contact Information:

Name(s): Andrew Baird
Jennnifer Baird

Email: drewbaird26@yahoo.com

Primary Phone: 3109024409

Account No.: 6014761

Installation Location:

Address: 11804 WILKIE AVE

CA HAWTHORNE 90250-1811

Approx. Installation Start and Completion Date: 5/6/2019

Date of Customer Signature: November 7, 2018 | 8:36 PM MST

$0	$0.175	20yr	2.9%
Up-Front Cost	Energy Price ($/kWh)	Initial Term	Escalator - Per Year

Our Promises

- We will design, install, operate and maintain a solar energy system on your home (the "***System***").
- We warranty all of our work, and that our roof penetrations will be watertight, for 20 years.
- We will fix or pay for any damage we may cause to your Property or belongings.
- We will not place a lien on your Property, but will record a notice of our ownership of the System.
- You will not be responsible for any personal property taxes assessed on the System.
- The Energy Price includes a $5 monthly discount for paying by automatic debit from your bank account.
- If you need to make Property repairs, we will remove and reinstall the System if you pay our estimated costs.

At the End of Your Initial Term

- You can renew the Agreement for a subsequent term;
- You can purchase the System; or
- You can request that we remove the System at no additional cost.

If You Move

- You can transfer the Agreement to the new homeowner, regardless of credit rating;
- You can prepay the Agreement;
- After the sixth anniversary, you can purchase the System; or
- You can relocate the System under certain circumstances.

Your Commitment

- Pay us for all the power the System produces for 20 years.
- Keep your roof in good condition throughout the Initial Term.
- Respond to our sales and support teams when scheduling work and completing paperwork.
- Maintain a broadband internet connection.
- Continue service with your utility for any energy used beyond the System's production.

You may cancel this Agreement any time prior to commencement of any work at or near your Property associated with installation of the System.

Vivint Solar Developer, LLC (EIN: 80-0756438) is a licensed contractor in each state in which we operate, including California, License No. 973756; HIS No. 89665 SP . For more information about our contractor licenses please visit www.vivintsolar.com/licenses.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE.

YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE 888.567.8688. SEE PRESCREEN & OPT-OUT NOTICE BELOW IN SECTION 25 OF THE GENERAL PROVISIONS FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.

The Notice of Cancellation may be sent to this address:
1800 W Ashton Blvd., Lehi, UT 84043
ATTN: Processing Department

help@vivintsolar.com | vivintsolar.com
Phone 877.404.4129 | Fax 801.765.5758

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RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT

This RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT (this "*PPA*") which includes the General Provisions included further below (the "*General Provisions*"), along with the Customer Packet (as defined below), any Change Orders (as defined below), any amendments or addenda to the PPA, and any required disclosures including the state-specific disclosures appended here (all of which, together with the PPA, are known as this "*Agreement*") is entered into as of the last date on the Signature Page below (the "*Transaction Date*"), by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("*Vivint Solar*", "*Seller*", "*we*", "*us*", "*our*") and the undersigned CUSTOMER(s) ("Customer", "you", "your"). Vivint Solar and you are referred to herein as the "*Parties*", and each, a "*Party*."

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

(a) Our Work. We will survey your home at the address on the first page above (the "*Property*") and design a solar energy system (including solar panels, inverters, meters, and other components, the "*System*"). The System may include energy storage, consumption monitoring, and energy management equipment or devices, along with other items. All such ancillary products or services will be part of the definition of "System" for purposes of this Agreement unless designated otherwise. We will provide you a document reflecting the design, layout, and basic attributes of the System for you to review and approve (the "*Customer Packet*").

We will design, install, maintain, repair, monitor, and insure the System.

After you sign this PPA and review and approve the Customer Packet, we will (i) obtain all necessary permits for the installation of the System; (ii) install the System using our qualified and licensed employees or subcontractors in material compliance with all local requirements, which installation shall be considered substantial commencement of work; (iii) after installation, work with your municipality to inspect the System; (iv) submit all necessary paperwork to your electric utility provider (the "*Utility*") to receive permission to operate ("*PTO*"); and (v) after receipt of PTO, activate and turn on the System (the "*In-Service Date*"). If we use subcontractors to install the System, we will provide you with their names and license numbers. Subject to the delays of permitting authorities, weather, and other conditions outside our control, installation of the System generally takes one (1) day and is anticipated to start and be complete no later than the date set forth on the first page. We cannot promise or guarantee the date your Utility will provide PTO. YOU ARE NOT ALLOWED TO TURN ON THE SYSTEM UNTIL THE UTILITY HAS GIVEN ITS PERMISSION TO OPERATE. YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE SYSTEM.

(b) Extra Work. You and we must agree in writing to any modification or addition to the work covered by this Agreement ("*Extra Work*"). Extra Work related to the System will be governed by a written change order (each, a "*Change Order*"). *However*, failure to obtain written authorization shall not affect your obligation to pay for our costs associated with the Extra Work. Any Change Order shall (i) list the agreed price and any changes in terms, (ii) be signed by both you and us, and (iii) become part of this Agreement. For any Extra Work performed, you shall pay to us an amount to be determined before the Extra Work is performed, plus ten percent (10%) for our overhead expenses, plus any applicable taxes, unless the Change Order provides differently.

(c) Operations and Maintenance. During the Initial Term (defined below), as long as no Customer Default (defined below) has occurred and is continuing, we will honor the limited warranty set forth in Section 21 of the General Provisions, and will operate and maintain the System (i) at our sole cost and expense; (ii) in good condition; and (iii) in material compliance with all applicable laws and permits and the Utility's requirements.

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2. Term and Renewal.

(a) End-of-Term Options. This Agreement starts on the Transaction Date and will continue for twenty (20) years after the In-Service Date (the "*Initial Term*"). Prior to the end of the Initial Term, and provided there is no ongoing Customer Default, we will send to you notice and the applicable forms for three (3) options which you may exercise at the end of the Initial Term (the "*End-of-Term Options*"):

Initial Term:
20 years

End of Term Options:

1. Renew the Agreement for a subsequent term;
2. Purchase the System; or
3. Remove the System at no additional cost.

(i) Renewal. You may renew the Agreement for five (5) years at a price based on our determination of the fair market value of the System at that time as determined by an independent appraiser's valuation of similarly sized photovoltaic systems in your geographic region (the "*FMV*");
(ii) Purchase. You may purchase the System at a price equal to the FMV at that time plus any outstanding balance and applicable taxes (the "*Purchase Option Price*"), after which this Agreement will automatically terminate; or
(iii) Removal. You may request that we remove the System within ninety (90) days at no cost to you, after which this Agreement will automatically terminate.

(b) Automatic Renewal. If you do not elect any of these options, this Agreement will automatically renew on a year-to-year basis at a price that is ten percent (10%) less than the then-current average rate charged by your Utility.

DEPENDING ON THE STATE WHERE YOU LIVE, YOU MAY HAVE ADDITIONAL RIGHTS RELATING TO RENEWAL. Please consult your state-specific disclosures, which follow the General Provisions, for more information.

(c) Early Purchase Option. In addition to your options at the end of the Initial Term, during a ninety (90) day period after the sixth (6th) anniversary of the In-Service Date (the "*Early Purchase Period*"), you have an option to purchase the system at an amount equal to the greater of the Purchase Option Price and an amount equal to the sum of the remaining monthly payments of the Energy Price (based on our reasonable estimation of the energy to be produced) due to us during the Initial Term, discounted by five percent (5%), plus applicable taxes (the "*Prepayment Price*"). If you purchase the System, we will transfer the System to you "*As Is, Where Is*" (without any warranties) and we will retain all right and title to the System Interests (as that term is defined below).

3. Price and Payment.

(a) Sale of Electricity. Starting on the In-Service Date, we will sell to you all electricity produced by the System, as measured in kilowatt-hours (the "*Energy*"), at the Energy Price (shown to the right →), plus applicable taxes. Each year of the Initial Term, on the anniversary of the In-Service Date, the Energy Price shall increase by two and nine-tenths percent (2.9%). You are responsible to pay the Energy Price for all Energy produced by the System as measured by the performance meter (the "*Meter*"), whether or not you actually consume the energy.

List Price: 0.195 $/kWh
-0.02
$ 0.195
Energy Price ($/kWh):
Your Energy Price will increase 2.9% per year.

An estimate of the System's annual Energy production will be provided to you in the Customer Packet; *but* we reserve the right to modify the size, production, or location of the System at the time of installation as required by applicable law or in our reasonable discretion.

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You are required to maintain your Utility interconnection throughout the Initial Term as you will need to purchase electricity from the Utility in addition to the Energy produced by the System. We are not a utility or public service company. We are not subject to rate review or other regulations applicable to a public utility.

You must continue service with your Utility.

WE DO NOT WARRANT OR GUARANTEE (1) THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD, (2) ANY COST SAVINGS, (3) THE EXISTENCE OF OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR UTILITY OR GOVERNMENT INCENTIVE PROGRAM, 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 COMPENSATION MAY GO UP OR DOWN AND ACTUAL SAVINGS MAY VARY. FOR FURTHER INFORMATION REGARDING RATES, YOU MAY CONTACT YOUR UTILITY.

(b) Payments. Following the In-Service Date, for each month of the Initial Term, we will send you an invoice reflecting the charges for the Energy produced by the System. If the System does not report Energy during a month (for any reason, including your failure to maintain internet), then the invoice will reflect the charges for estimated Energy produced by the System (as we determine in our reasonable discretion) (the "***Estimated Energy***"). If we bill you for Estimated Energy and we later determine that we have either overestimated or underestimated the actual Energy production, then we will adjust the next invoice with a non-refundable credit (for over-billing) or an additional charge (for under-billing). You will not be charged for Estimated Energy if we know the System is not working due to our fault. All payments are due within ten (10) days of the invoice date. You agree to make payments under this agreement in the manner you have selected in Section 1 of the General Provisions.

(c) Ownership of the System and the System Interests. This Agreement is for the sale of Energy, not the sale of the System or the System Interests. We own and hold 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 Energy, or environmental attributes thereof (collectively, the "***System Interests***"). Other than the Energy, you have no rights to the System or the System Interests, and you hereby disclaim and/or assign to us all right, title and interest in the System and the System Interests. If we request, you agree to execute all documents to allow us to be the exclusive owner of the System and the System Interests. You agree to keep the System and System Interests free from all liens, security interests, and encumbrances of any type. You agree to not take any action or allow any omission that could have the effect of impairing the value of the System or the System Interests. By entering into this Agreement, you will host a system that generates clean energy, but a third-party, and not you, will own the right to claim the clean energy attributes of the energy.

We will not place a lien on your home, but we will file a notice of our ownership of the System.

You and we agree that the System is our sole personal property and is not a "fixture" or any part of the "real property" associated with your home, as those terms may be defined by applicable law. We will not place a lien on your Property; however, you authorize us to make filings and recordings with relevant governmental authorities as may be necessary to provide notice of our ownership of the System and our interest in the System Interests, including (without limitation): notice filings, UCC-1 financing statements, and fixture filings.

You are not allowed to touch, handle, operate, alter, repair, or otherwise modify the System or any component thereof or take any action that could void or impair any warranty relating to the System.

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4. Customer Obligations.

(a) Your Representations and Warranties. You represent, warrant, and agree that each of the following is true and correct, and will remain true and correct throughout the Initial Term:

(i) all information you have provided to us is true, correct, and complete;
(ii) you own the Property, including the roof, in fee simple (in other words, you have full and exclusive ownership rights to the Property), or if your Property has been placed into a trust, you are the trustee;
(iii) your roof is in good condition and repair, without defects, sufficient to support the System;
(iv) you are at least eighteen (18) years of age;
(v) you have had the opportunity to review and discuss this Agreement with anyone you choose;
(vi) if there is more than one person signing this Agreement, each of you is responsible for all of the obligations under this Agreement (jointly and severally);
(vii) you are either a citizen of the United States or not exempt from paying United States federal income taxes;
(viii) you have customary property and liability insurance covering the Property;
(ix) you will use the Energy primarily for personal, family, or household purposes, and not to heat a swimming pool;
(x) you will ensure that the Property remains grid-connected at all times with the Utility;
(xi) you have access to a functioning internet connection with one (1) wired Ethernet port and a standard electrical outlet available; and
(xii) you have or will obtain all approvals necessary for us to install the System, including from your home owner's association, your mortgage lender, or your insurer.

(b) Your Property. You are responsible to ensure that your Property (including all electrical systems and the roof) is maintained in good condition and repair and in compliance with all permits, codes, and ordinances. We are not responsible for any existing violations of applicable building regulations or ordinances on your Property. You agree that we are not responsible for any damage or loss to your Property, personal property, fixtures, or other belongings caused by: (i) snow falling from your roof; (ii) animals or other pests under or near the System; (iii) other natural events or acts of god outside our reasonable control; or (iv) your Property not complying with applicable law. You are required to notify us of any easements, restrictions, or home owners association requirements.

At all times, you must keep your roof and home in good condition.

You hereby grant to us the right to access and use your Property to survey your roof and your home's electrical systems, install the System, operate and maintain the System, to enforce our rights under the Agreement, and to take any other action reasonably necessary under this Agreement. The foregoing rights of access to your Property shall constitute a license coupled with an interest and will be irrevocable until ninety (90) days after this Agreement terminates.

(c) Removing/Reinstalling Your System. If you need to repair your roof or other parts of your Property, or you, any government authority, or the Utility requires any change to the System, we will remove, reinstall, and modify, as required, the applicable portions of the System if you give us at least 30 days' notice. You will be required to pay a fee equal to our labor, equipment, and overhead costs to remove and reinstall the System (which pricing will be made available to you upon request), plus any applicable taxes. You will also be required to safely store the System after we remove it. If we are unable to reinstall the System within thirty (30) days after removal for any reason, then we will charge you for the Estimated Energy.

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(d) Sunlight. You acknowledge and agree that the System's unobstructed access to sunlight is essential to us and is a material inducement to our entering into this Agreement. You agree to take all actions necessary to keep the System's access to sunlight the same as existed on the Transaction Date, including (without limitation): (i) you will not alter or allow your Property to be altered in any way that would obstruct sunlight, (ii) you will trim all trees and foliage; and (iii) you will not allow the emission of particulate matter, smoke, or other airborne impediments to obstruct the System's access to sunlight.

(e) Other Obligations. You shall promptly notify us if: (i) you notice any person or thing interfering with the operation of the System; (ii) your Property has any ordinance or permit violations or encumbrance that may prevent proper System permitting, installation, or operation; (iii) you take any emergency action with respect to the System; or (iv) you receive or otherwise acquire any System Interests, including any incentive payments. Your failure to promptly notify us of such matters shall be a Customer Default (as defined below). In the event of an emergency affecting the System, you shall contact us immediately. If we are unable to timely respond, you may (at your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by you or your contractor.

(f) Taxes. You will pay all taxes assessed on or arising from installation or operation of the System, including without limitation any transaction-based taxes on the Energy produced by the System. You will not be responsible for any personal property taxes assessed on the System; *provided*, *however*, you are responsible for any real property taxes associated with your Property. It is your responsibility to verify that the System is not included as part of any real property tax assessment specific to your Property. Where applicable, you may be eligible for an exemption from any increase to real property taxes on your Property associated with installation of the System.

You are not responsible for personal property taxes assessed on the System.

(g) Sale of Your Property. You agree to notify us thirty (30) days prior to any sale or transfer of your Property. You have the following three (3) options upon a transfer of your Property:

If You Move:

1. **You can transfer the Agreement to the buyer of your home, regardless of the buyer's credit rating;**
2. **You can prepay the Agreement; or**
3. **After the sixth anniversary, you can purchase the System.**
4. **We may relocate the System to your new home under certain circumstances.**

(i) Assignment: the homebuyer may assume your rights under this Agreement by signing a transfer Agreement. You will remain liable under this Agreement until the transferee assumes in writing all of your obligations.

(ii) Prepayment. You may prepay the Agreement by paying the Prepayment Price. After our receipt of an amount equal to the Prepayment Price, the buyer of your property may assume the obligations under the Agreement other than the payment obligations by signing a transfer agreement.

(iii) Transfer Purchase: In connection with a transfer of your Property that occurs any time after six (6) years after the In-Service Date, you may purchase the System by paying to us the Purchase Option Price at that time.

(h) Relocation. We may remove the System and reinstall it on your new home; *provided* that each of the following requirements are satisfied, in our sole discretion:

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(i) Your new home must: (A) be in a location with sun exposure that is not less than your current Property; (B) be located within our service territory and the service territory of the Utility; (C) have a roof type capable of supporting the System; (D) include roof sections where the System may be installed which are the same or similar in shape and size as the roof sections on the Property.

(ii) In order to evaluate the feasibility of relocating the System to your new home, you will be required to pay to us an amount equivalent to our costs associated with evaluating the new home ("*Evaluation Fee*").

(iii) If we determine, in our sole discretion, that relocating the System is feasible, then before we remove the System, you will: (A) pay to us all fees, our estimated labor, equipment, and overhead costs associated with removal, relocating, and reinstalling the System, including an amount equal to any loss of value in or recapture of System Interests (the "*Relocation Fee*"); (B) execute an amendment to this Agreement that identifies the new home and adjusts the Energy Price, as applicable, to a rate consistent with the location of the new home; and (C) provide any third party consents or releases required by us in connection with the new home.

5. Defaults.

(a) Customer Default. You will be in default under this Agreement upon the occurrence of any of the following (each, a "*Customer Default*"):

(i) you fail to make any payment under this Agreement within ten (10) days of its due date and such failure is not cured within ten (10) days after we give you written notice of such failure;

(ii) you fail to perform any obligation under this Agreement and such failure is not cured within thirty (30) days after we give you written notice of such failure;

(iii) you deny us access to your Property or fail to cooperate with us to successfully install or maintain the System;

(iv) your bankruptcy, insolvency, or admission of your inability to pay your debts as they mature; or

(v) your Property becomes subject to a foreclosure proceeding or you fail to perform any obligation which is secured by your Property.

(b) Default Remedies. Upon a Customer Default, we may exercise any or all of the following remedies: (i) terminate this Agreement and demand you pay the Default Payment, as that term is defined in Section 10 of the General Provisions; (ii) leave the System in place on your Property, but deny you use of the Energy it produces, which may be redirected and sold at our election; (iii) disconnect or take back the System as permitted by applicable law; (iv) engage a collection agency to collect payments from you; (v) report your default to credit reporting agencies; (vi) suspend our performance under this Agreement; and/or (vii) exercise any other remedy available to us in this Agreement or under applicable law. Our remedies set forth in this section are cumulative and not exclusive.

(c) Seller Default. We will be in default under this Agreement if we fail to perform any material obligation under this Agreement and we have not made diligent efforts to cure such default within a reasonable time after you give us written notice of such failure ("*Seller Default*").

If a Seller Default occurs and is continuing, you may terminate this Agreement and request removal of the System from your Property. To the fullest extent permitted under applicable law, you have no right to claim damages as a result of the termination of this Agreement, except for the actual costs to remove the System (if we fail to remove the System), and any damages to your Property that we cause in connection removal of the System.

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RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT – GENERAL PROVISIONS

These GENERAL PROVISIONS (the *"General Provisions"*), shall be interpreted with, and incorporated by reference in, the Residential Solar Power Purchase Agreement (the *"PPA"*). Capitalized terms in the General Provisions not otherwise defined shall have the meaning given them in the PPA.

The PPA, the General Provisions, along with the Customer Packet, any Change Orders, any required disclosures, and any amendments or addenda between you and any Vivint Solar entity shall be considered part of one transaction (the *"Agreement"*).

1. Payment. You shall make payments to us by (a) automatic payment deduction from your designated checking account, (b) automatic charge to your credit card, or (c) personal check. 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.

The Energy Price and all other payments in this Agreement will include a five dollar ($5) monthly discount if you allow us to automatically debit your checking account. You will not receive such five dollar ($5) monthly discount if you choose to pay by any means other than automatic debit from your checking account (*e.g.*, credit card or check). You may update your payment information any time by calling us or by visiting account.vivintsolar.com.

If you are more than fifteen (15) days past due, or if a check from you is returned, we may impose a late charge equal to fifteen dollars ($15). If you continue to fail to make any payment within ten (10) days after we give you written notice, then you will be in Customer Default under the Agreement and we may exercise all remedies available to us under the Agreement.

2. Governing Law. This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the internal laws of the state where the Property is located.

3. Limitation of Liability. NOTWITHSTANDING ANY BREACH OF THIS AGREEMENT, ANY FAILURE OF THE SYSTEM, OR ANY NEGLIGENT ACT THAT CAUSED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) TO ANYONE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU AGREE THAT, UNLESS SUCH INJURY OR LOSS WAS CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL INJURY, OR VIOLATIONS OF LAW, SUCH PARTY'S LIABILITY ARISING OUT OF OR RELATING TO (1) SYSTEM REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE DEFAULT PAYMENT, AND (2) DAMAGE TO PERSONS AND PROPERTY, SHALL IN NO EVENT EXCEED $2,000,000. YOU AND WE AGREE THAT THIS AMOUNT IS A FAIR REPRESENTATION OF THE DAMAGES THAT YOU OR WE EXPECT TO INCUR IN THE CASE OF ANY INJURY OR LOSS HEREUNDER.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE MAY BRING A CLAIM AGAINST THE OTHER PARTY OR SUCH PARTY'S AFFILIATES, OWNERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "*RELATED PARTIES*") FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. YOU FURTHER AGREE THAT NO CLAIM, LAWSUIT, OR ANY OTHER LEGAL OR ARBITRATION PROCEEDING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM, OR AS LIMITED BY APPLICABLE LAW.

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4. Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, advance expenses, and hold harmless us and our Related Parties from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature in connection with, arising out of, or in any way related to your breach of this Agreement, your negligence or willful misconduct, or your violation of law. Your indemnification obligations under this section shall not apply if the harm or damage that is the basis for such claim occurred while one of our employees or agents was at your Property and such harm or damage was caused by the negligence or willful misconduct of such employee or agent.

5. Arbitration of Disputes and Class Waiver. Unless prohibited by applicable law and unless you opt out, you and we agree that any Party may elect to arbitrate or require arbitration of any Dispute (as defined below). You also 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 arbitration? An alternative to a court case.** In arbitration, a third party arbitrator ("*TPA*") solves "Disputes" in a hearing. It is less formal than a court case.
- **Is it different from court and jury trials? Yes.** The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. The arbitrator's findings are binding, and courts rarely overturn arbitration awards.
- **Who does this cover? You, us, and certain Related Parties** (defined above)**.** Either you or we may, without the other's consent, elect to resolve disputes by mandatory, binding arbitration.
- **What does this cover? All Disputes (except certain Disputes about this clause).** This governs 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 this Agreement, the System or our relationship with you ("*Disputes*"). Disputes include claims related to amendments, Change Orders, collections, privacy and Customer Information, and claims related to the validity of this Agreement AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.
- **Who handles the arbitration? JAMS.** The arbitration company will be JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.org.
- **What are the rules of the arbitration? Those in this clause along with the JAMS Rules.** Arbitrations are conducted under this clause and the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses and Minimum Standards of Procedural Fairness, 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.** You can find more information in the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, which is available here - https://www.jamsadr.com/consumer-minimum-standards.
- **Are you giving up any rights? Yes.** For Disputes subject to this clause, you give up your right to:
    - have juries decide Disputes;
    - have courts, other than small-claims courts, decide Disputes;
    - serve as a private attorney general or in a representative capacity;
    - join a Dispute you have with a dispute by other consumers;
    - bring or be a class member in a class action or class arbitration; and
    - a jury trial and to have courts decide Disputes you wish to arbitrate.

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- **Can you or another consumer start class arbitration?** No. JAMS is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this clause must be decided in an INDIVIDUAL arbitration or an individual small-claims action. 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. *THUS,* the FAA governs this clause. 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.
- **Will anything I do 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.
- **Will this clause survive termination of this Agreement?** Yes. This clause will remain in effect for Disputes that commence even after the Agreement has terminated.

6. Force Majeure. If either you or we are unable to perform any obligation under this Agreement because of a Force Majeure Event, such affected Party will be excused from performance affected by such Force Majeure Event. "*Force Majeure Event*" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight, such Party could not reasonably have been expected to avoid, and is unable to overcome, including, *but not limited to*, action or inaction by a governmental authority or Utility or failure to obtain or maintain a permit, license, consent, or approval (*provided* that such action has been timely requested and diligently pursued), labor dispute, flood, earthquake, volcano, fire, lightning, wind, war, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power surge caused by someone other than the affected Party, or failure of equipment not under the control of the affected Party. In no event shall a Force Majeure Event excuse you from any of your payment obligations under this Agreement.

7. Amendments and Waivers. This Agreement (including all exhibits and notices attached hereto) may only be amended or modified by an instrument in writing signed by both you and us.

8. Entire Agreement. This Agreement, including without limitation the Customer Packet, constitutes the entire agreement between you and us, and supersedes all prior oral and written communications relating hereto. If you sign a PPA after the Transaction Date relating to the same Property and System before that System has received PTO, the later-signed PPA shall supersede and replace the prior-signed PPA in its entirety.

9. Termination. (a) *Your Termination Rights*. You may terminate the Agreement after your right to cancel under the Notice of Cancellation has expired if a Seller Default has occurred as set forth in Section 5(c) of the PPA by delivering written notice of termination to us. (b) *Our Termination Rights*. We may terminate this Agreement prior to commencement of installation work or if a Customer Default has occurred as set forth in Section 5(a) of the PPA by delivering written notice of termination to you. (c) *Consequences of Termination*. Unless we transfer the System to you, we will remove the System, if it has been installed, within ninety (90) days after any termination or cancellation of this Agreement. If we elect to terminate this Agreement, we will have no further liability to you.

10. Default Payments. If this Agreement is terminated or cancelled for any reason, other than if this Agreement is cancelled pursuant to the Notice of Cancellation, terminated pursuant to Section 9 of the General Provisions, or terminated due to a Seller Default or a Force Majeure Event, you agree to pay us an amount equal to the sum of the Estimated Energy for the rest of the Term, discounted by five percent (5%) per year, loss of expected benefits from the System and the System Interests, our reasonable attorney's fees, and our other costs and losses including costs of removal of the System, plus any applicable taxes (collectively, the "*Default Payment*"). After you pay us the Default Payment, we will transfer ownership of the System to you on an "As Is, Where Is" basis; *provided* that we will retain all rights to the System Interests. **YOU AGREE THAT THE DEFAULT**

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PAYMENT FAIRLY REFLECTS THE VALUE OF THE SYSTEM AND IS A FAIR REPRESENTATION OF THE DAMAGES AND LOSSES THAT WE MAY INCUR AS A RESULT OF A CUSTOMER DEFAULT.

11. Data concerning you, the System, and your Property. We may collect and store: nonpublic personal information about you, the System, your energy usage, your credit report, and other related information; and may install, operate, and maintain an energy consumption monitoring device on your Property that we may use to collect and store information about energy usage at your Property (collectively, "*Data*"). You agree that we may use, store, and disclose the Data to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers. We use certain physical and technical safeguards that are designed to improve the integrity and security of Data in our possession and control. We cannot, however, ensure or warrant the security of all Data or guarantee that Data may not be accessed or disclosed by breach of our physical or technical safeguards. So long as no Customer Default has occurred or is continuing under the Agreement, we will make certain Data available to you via the Vivint Solar Account Center, *available at:* https://account.vivintsolar.com.

You agree that we may share your name, contact information, Property location, and other information we have collected or obtained about you, including the Data ("*Customer Information*") with our affiliates (including Vivint Inc. and its affiliates). You authorize us, our affiliates, and others 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 calling or emailing our customer service department at help@vivintsolar.com.

12. Our Transfer. We may assign, sell, or transfer (in whole or in part) this Agreement without your consent and without notice. If an assignee agrees in writing to assume all of our rights and obligations under this Agreement, we will have no further liability or obligation to you upon the effective date of such assignment.

13. Binding Effect. This Agreement shall be binding upon and benefit you and us and our and your respective Related Parties, legal representatives, successors, and permitted assigns. Except as expressly provided in this Agreement, you may not assign this Agreement (or any of your obligations or rights under it) without our prior written and signed consent. Any purported assignment by you without our prior written and signed consent shall be null and void.

14. Survival. After termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or cancellation shall survive.

15. Severability. If any provision of this Agreement is held to be invalid, prohibited, voidable, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, voidable, or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided*, *however*, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

16. Counterparts. This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one instrument. A facsimile or portable document format ("pdf") shall constitute an original for purposes hereof.

17. Publicity. You agree and hereby authorize us to use you and your Property's voice, photograph, video, and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording. We will not disclose your personally identifying information (except as provided in Section 11 of the General Provisions).

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18. System Hazards. The System may contain hazardous materials, which could pose dangers related, but not limited, to health hazards, fire hazards, high-voltage hazards, mechanical damage, severe personal injury and even death. Please consult the manufacturer's user's manual and warranty materials for handling and operation information, as well as guidance on proper disposal.

19. Autodialed Telephone Calls and Text Messages. You consent to receive autodialed telephone calls and SMS text messages from us, our affiliates, our contractors, or on our behalf at the mobile telephone number provided below. These telephone calls and SMS text messages may include promotional material related to our services or others' products and services, which may be sent using an automatic telephone dialing system. You understand that you are not required to agree to receive telephone calls or SMS text messages as a condition of entering into this Agreement. Standard call and text message charges may apply from your wireless provider.

20. Credit Authorization. In connection with the execution of this Agreement and at any time during the Term, you agree that we may (a) obtain your credit rating and consumer report from credit reporting agencies; (b) report your payment performance to credit reporting agencies; and (c) disclose this and other information to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers.

21. Warranties.

(a) *Our Limited Warranty*. Unless provided otherwise in your state-specific disclosures at the end of this document, we will warranty all of our work associated with installation of the System, as follows:

(i) unless the System is installed on a tar-and-gravel or built-up roof, then the System will be free from material defects that we cause in workmanship, and any rooftop penetrations we make in connection with installation will be watertight, for twenty (20) years after installation is completed;

(ii) if the System is installed on a tar-and-gravel or built-up roof, then the System will be free from material defects that we cause in workmanship for twenty (20) years after installation, and the roof will be free from damage we cause that results in a roof leak for twelve (12) months after installation.

To make a claim, please contact us at help@vivintsolar.com or 877.404.4129. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) *Warranty Exclusions*. The limited warranties set forth above in Section 21(a) of the General Provisions do not cover problems resulting from: (i) your acts or omissions, including your failure to abide by the terms of this Agreement; (ii) exposure to harmful materials and chemicals; (iii) any Force Majeure Event; (iv) vandalism, theft, or tampering with the System by anyone; (v) damage caused by hail or ball strikes; and (vi) any other cause beyond our reasonable control. Our warranty and maintenance obligations may be transferred to a third party.

(c) *Manufacturer Warranties*. We do not provide any warranty to You with respect to any component of the System. Any manufacturer's warranty is for Our benefit as owner of the System and is independent of the limited warranties described above in Section 21(a). The System's solar modules carry a minimum manufacturer's warranty that: (i) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the

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originally rated output; and (ii) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. During the Term, we will enforce these warranties as owner of the System.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. EXCEPT AS SET FORTH IN THIS SECTION 21, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE OF A DURATION NO GREATER THAN THAT OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 21. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

22. Disconnection. There may be circumstances where we are required to turn off or disconnect the System due to requirements of the Utility or government authority or conditions on your Property that may affect the safe operation of the System. Except in the case of a condition caused by our negligence, you agree to pay us for the Estimated Energy that would have been produced by the System during any period of shutdown or disconnection of the System.

23. Lenders' Rights. In order to clarify your and our obligations in the event of a foreclosure of the Property, and to ensure compliance of this Agreement with Fannie Mae's Selling Guide Topic B2 3-04 (as published on May 30, 2017) (the "***Fannie Mae Requirements***"), notwithstanding anything to the contrary contained in this Agreement, you and we agree as follows: *(a) Home Value.* The System should not be included in the appraised value of the Property. *(b) Utility Power.* You are required to maintain access and connection to the Utility at all times throughout the Term. *(c) Debt-to-Income.* Because this Agreement is a power purchase agreement (not a lease or loan), your payment under this Agreement should be excluded from the debt-to-income (DTI) ratio in accordance with the Fannie Mae Requirements. Notwithstanding the foregoing, we provide this information to you for informational purposes only. We do not provide any representation or guarantee concerning the decisions that may be made by any financing party or property transferee in the future. *(d) Damage to the Property.* We will repair any damage to the Property or your belongings that we cause, except as limited elsewhere in this Agreement. Upon removal of the System, we will repair and restore all rooftop penetrations to be free from leaks. *(e) Customer's Property Insurance.* We agree not to be named loss payee or a named insured on your property insurance policy covering your Property. *(f) Foreclosure.* If the Property is transferred to another person or entity by reason of foreclosure, trustee's sale, deed in lieu of foreclosure, or other proceeding for the enforcement of a security instrument on the Property, the transferee (including its successors and assigns, the "***Foreclosure Transferee***") may elect one of the following options: (i) request that we remove the System within ninety (90) days, and, to the extent this Agreement runs with the land, terminate this Agreement; (ii) assume the obligations in writing under this Agreement and become the beneficiary hereunder, without payment of any transfer charge or similar fee; or (iii) enter into a new agreement with us on terms no less favorable than this Agreement. In addition to electing one of the foregoing options, the Foreclosure Transferee shall be required to provide written notice to us concerning the date of the foreclosure and documentation reasonably satisfactory to us that evidences the Foreclosure Transferee's ownership of the Property. *(g) Notice of System Ownership.* You consent to and agree that we will file a notice of ownership in the real property records where the Property is located pursuant to the terms of this Agreement. You and we agree that the notice is not nor should it be

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construed as a title impediment or an encumbrance on the Property. Other than our ownership rights in the System and the System Interests, and our right to access the Property to install, operate, and maintain the System during the Term, we have no property right, security interest, or lien in or on the Property.

24. Our Insurance:

(a) *Commercial General Liability Insurance (CGL).* As of the Transaction Date, Vivint Solar Developer, LLC and our affiliates carry commercial general liability insurance written by Axis Specialty Europe (Policy No. 3776500116EN) in the amount of $1,000,000 per occurrence. For more information, visit www.vivintsolar.com/insurance.

(b) *Workers' Compensation Insurance.* As of the Transaction Date, Vivint Solar Developer, LLC and our affiliates carry workers' compensation insurance for all employees written by Zurich American Insurance Company (NAIC #: 16535) and American Zurich Insurance Company (NAIC No.: 40142) in the amount of $1,000,000 per occurrence. For more information, www.vivintsolar.com/insurance.

(c) *Property Insurance.* As of the Transaction Date, Vivint Solar Developer, LLC and their affiliates carry property insurance for all Vivint Solar properties written by GCube and Travelers - Lloyds Shared Program (Policy No. P16GR00830) in the amount of $1,000,000 for occurrences during installation. For more information, visit www.vivintsolar.com/insurance.

(d) *Casualty Event*. If the System is damaged or destroyed by fire, storm, flood, earthquake, or other disaster or accident (each, a "***Casualty Event***") fully covered by our insurance, we will repair or replace the damaged portions of the System as we deem necessary. If the System is damaged or destroyed by a Casualty Event not fully covered by our insurance, we may, at our option: repair or replace the damaged portions of the System as we deem necessary, or terminate this Agreement and convey the System in its then-existing condition, "As Is, Where Is", to you for no additional consideration.

25. PRESCREEN AND OPT-OUT NOTICE. THIS "PRESCREENED" OFFER OF CREDIT IS BASED ON INFORMATION IN YOUR CREDIT REPORT INDICATING THAT YOU MEET CERTAIN CRITERIA. THIS OFFER IS NOT GUARANTEED IF YOU DO NOT MEET OUR CRITERIA. IF YOU DO NOT WANT TO RECEIVE PRESCREENED OFFERS OF CREDIT FROM US AND OTHER COMPANIES, CALL THE CONSUMER REPORTING AGENCIES TOLL-FREE, 888.567.8688; OR WRITE: EXPERIAN OPT OUT, DMA MAIL PREFERENCE SERVICE, PO BOX 643, CARMEL, NY 10512; TRANSUNION OPT OUT REQUEST, P.O. BOX 505 WOODLYN, PA 19094; EQUIFAX INFORMATION SERVICES, LLC, P.O. BOX 740123 ATLANTA, GA 30374-0123, OR VISIT WWW.OPTOUTPRESCREEN.COM

26. Electronic Records. 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 you 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 and/or by making Electronic Records available to you at account.vivintsolar.com.

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You must notify us of any change in your e-mail address. If we send an Electronic Record to you, but you do not receive it because the most recent e-mail address that we have on file for you is incorrect, out of date, blocked by your service provider, filtered by your service provider as "spam" or "junk mail", or you are otherwise unable to receive the Electronic Record, we will be deemed to have provided the Electronic Record to you. You must have a computer with an Internet connection, a compatible web browser, Adobe Acrobat Reader version 8.0 and above, 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 help@vivintsolar.com.

[PLEASE READ THIS SECTION CAREFULLY]

[X] BY CHECKING THIS BOX, YOU AGREE TO ARBITRATION AND WAIVE THE RIGHT TO A JURY TRIAL AS DESCRIBED IN SECTION 5, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE. [DO NOT CHECK THIS BOX IF YOU LIVE IN PENNSYLVANIA, AND SEE BELOW INSTEAD].

[ ] BY CHECKING THIS BOX, YOU AGREE THAT WE MAY SHARE CUSTOMER INFORMATION WITH OUR AFFILIATES, AND THAT OUR AFFILIATES MAY CONTACT YOU AS DESCRIBED IN SECTION 11, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

[ ] BY CHECKING THIS BOX, YOU AGREE AND OPT-IN TO RECEIVING TELEPHONE CALLS AND TEXT MESSAGES AT THE FOLLOWING TELEPHONE NUMBER 3109024409 AS DESCRIBED IN SECTION 19, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

[X] BY CHECKING THIS BOX, YOU AGREE TO RECEIVE DISCLOSURES FROM US ELECTRONICALLY, OTHERWISE AGREE AND ACKNOWLEDGE YOU HAVE REVIEWED THESE GENERAL PROVISIONS AS DESCRIBED IN SECTION 26, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE AND NOTICE TO CUSTOMERS

A. **LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.** These documents are incorporated as part of this Agreement and apply to the relationship between you and us: (1) Residential Solar Power Purchase Agreement, (2) General Provisions, (3) Customer Packet; and (4) Change Orders, as applicable.

B. **WE HAVE NOT GUARANTEED, PROMISED OR OTHERWISE REPRESENTED ANY REDUCTION IN ELECTRICITY COSTS IN RELATION TO THE SYSTEM THAT WILL BE INSTALLED ON YOUR PROPERTY.**

C. IT IS NOT LEGAL FOR US TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REMOVE GOODS INSTALLED UNDER THIS AGREEMENT.

D. IF YOU DO NOT ELECT ANY OF THE END-OF-TERM OPTIONS SET FORTH IN SECTION 2 OF THE PPA, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS. CONSULT SECTION 2 OF THE PPA FOR MORE INFORMATION.

E. YOU RISK THE LOSS OF ANY PAYMENTS MADE TO A SALES REPRESENTATIVE.

F. You have the right to require us to have a performance and payment bond.

G. **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 any work may be started.**

H. **YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE TRANSACTION DATE OR, IF LATER, UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

[x] **THE LAW REQUIRES THAT THE CONTRACTOR GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. CHECK THIS BOX IF THE CONTRACTOR HAS GIVEN YOU A "NOTICE OF THE THREE-DAY RIGHT TO CANCEL."**

REPRESENTATIVE:

Signature: DocuSigned by: Richard Okorie 0C5429788A5647D...

Printed Name: Richard Okorie

Salesperson No.: 89665 SP

Date: November 7, 2018 | 8:36 PM MST

CUSTOMER(S):

Signature: DocuSigned by: 47C4EBA91395433...

Printed Name: Andrew Baird

Date: November 7, 2018 | 8:36 PM MST

Signature: DocuSigned by: 47C4EBA91395433...

Printed Name: Jennnifer Baird

Date: November 7, 2018 | 8:39 PM MST

FOR OFFICE USE ONLY

THIS AGREEMENT IS NOT EFFECTIVE NOR BINDING UPON VIVINT SOLAR DEVELOPER, LLC UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE.

VIVINT SOLAR DEVELOPER, LLC

Signature:

Printed Name: Curtis Hartman

Date: 2018-11-08

Processing No: 106267

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NOTICE OF THREE-DAY RIGHT TO CANCEL

(Customer Copy)

Transaction Date: 2018-11-08 *Service No.:* 6014761

YOU, THE BUYER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE BUSINESS DAYS OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM. YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR AT THE CONTRACTOR'S PLACE OF BUSINESS BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE.

IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN 10 DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, E-MAIL, MAIL, FAX, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO VIVINT SOLAR DEVELOPER, LLC AT 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT PRIOR TO 2018-11-15 OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

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NOTICE OF CANCELLATION

(Customer Copy)

Transaction Date: 2018-11-08 *Service No.:* 6014761

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

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

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

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO VIVINT SOLAR DEVELOPER, LLC AT 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN MIDNIGHT OF 2018-11-15 OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer's Signature: _____

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NOTICE OF CANCELLATION

(Vivint Solar Copy)

Transaction Date: 2018-11-08 *Service No.:* 6014761

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

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

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

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO VIVINT SOLAR DEVELOPER, LLC AT 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN MIDNIGHT OF 2018-11-15 OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer's Signature: _____

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CALIFORNIA - DISCLOSURES

1. Mechanics' Lien Warning. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. you will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Website at www.cslb.ca.gov or call CSLB at 800.321.2752. REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe. Pursuant to the terms of this Agreement, if you fail to make any payment when due hereunder, we may file a lien on your Property.

2. Disclosure of Personal Information To Third-Parties For Direct Marketing Purposes. You have the right to request and obtain from us once per year, free of charge, information about any personal information we disclosed to third parties for direct marketing purposes in the preceding calendar year, in accordance with CA Civil Code § 1798.83. If you would like to make such a request, please submit your request in writing to: Online Privacy Coordinator, Vivint Solar Legal Department, 1800 W Ashton Blvd, Fifth Floor, Lehi, Utah 84043.

3. Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against you as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at our sole cost and expense, and the above notice does not apply to such work.

4. Information About the Contractors' State License Board (CSLB). The CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the

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licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT: CSLB's website at www.cslb.ca.gov; CALL: CSLB at 800.321.2752; WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826. Vivint Solar Developer, LLC *(EIN: 80-0756438)* is a licensed contractor in California, C-46 Contractor License No. 973756. For information about our licenses please visit http://www.vivintsolar.com/licenses.

5. Notice of Independent Energy Producer Contract. You acknowledge and agree that We will record a "Notice of an Independent Solar Energy Producer Contract" along with the property records to Your Property with the county recorder's office, pursuant to California Public Utilities Code § 2869.

6. Manufacturer Warranties. In addition to the solar panel manufacturer warranties described in the agreement, the other System components carry a minimum manufacturer's warranty of ten (10) years against defects or component breakdowns.

7. Incentives. Subject to the terms of the Agreement, we will keep the System operational for the entire expected duration of any performance-based incentive paid by your Utility. If the System fails to remain operational during such period, then we may have to reimburse the Utility on a pro-rated basis for the applicable portion of the incentive received during which period the System was not operational. If the reason for such non-operation is due to your failure to comply with the Agreement, including any Customer Default, then you shall reimburse the Utility (if required) on a pro-rated basis for the applicable portion of the incentive received during which period the System was not operational.

8. Automatic Renewal. THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION IN SECTION 2(b) OF THE PPA. IF YOU DO NOT NOTIFY US OF YOUR CHOICE UNDER SECTION 2(a) BY SENDING THE APPLICABLE COMPLETED FORM TO US EITHER BY E MAIL AT HELP@VIVINTSOLAR.COM OR BY U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS, WITH LEASE PAYMENTS CALCULATED BASED ON THE GUARANTEED OUTPUT OF THE SYSTEM IN YEAR TWENTY (AS DESCRIBED IN THE LEASE DISCLOSURES) AND A TEN PERCENT (10%) DISCOUNT FROM THE THEN-CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY.

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Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: PPA v4.0.1 - CA - 03.07.2018 - FINAL.pdf
Workday Category ID:
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End Date:
Contract Preference:
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Document Pages: 21
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Richard Okorie richard.okorie@vivintsolar.com Sales manager Vivint Solar Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Richard Okorie 0C5429788A5647D... Signature Adoption: Pre-selected Style Using IP Address: 172.58.19.231 Signed using mobile	Sent: 11/7/2018 8:26:42 PM Viewed: 11/7/2018 8:29:18 PM Signed: 11/7/2018 8:35:04 PM
Andrew Baird drewbaird26@yahoo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/7/2018 8:35:55 PM ID: 5ae0b4b7-faea-42d2-b3fe-83ed1371be53	DocuSigned by: 47C4EBA91395433... Signature Adoption: Drawn on Device Using IP Address: 172.113.124.87 Signed using mobile	Sent: 11/7/2018 8:35:06 PM Viewed: 11/7/2018 8:35:55 PM Signed: 11/7/2018 8:36:30 PM
Jennnifer Baird drewbaird26@yahoo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/7/2018 8:38:42 PM ID: ae689c33-5bf5-464c-90df-e55f842bcb8e	DocuSigned by: 47C4EBA91395433... Signature Adoption: Drawn on Device Using IP Address: 172.113.124.87 Signed using mobile	Sent: 11/7/2018 8:36:33 PM Viewed: 11/7/2018 8:38:42 PM Signed: 11/7/2018 8:39:18 PM

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

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/7/2018 8:36:33 PM
Certified Delivered	Security Checked	11/7/2018 8:38:42 PM
Signing Complete	Security Checked	11/7/2018 8:39:18 PM
Completed	Security Checked	11/7/2018 8:39:18 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Vivint Solar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. 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.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Vivint Solar:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: nic.johnson@vivintsolar.com

To advise Vivint Solar of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nic.johnson@vivintsolar.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To withdraw your consent with Vivint Solar
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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ii. send us an e-mail to nic.johnson@vivintsolar.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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