

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

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

The TOTAL COST for the solar energy system (including financing and energy/ power cost if applicable) is: \$ 41019.59

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

Three-Day Right to Cancel

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

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

Five-Day Right to Cancel Exclusive to Consumers age 65 or older
If the attached contract was not negotiated at the contractor's place of business and the Consumer is age 65 or older, the Consumer has

a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in the contract.

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth 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.

9745 Business Park Dr.
Sacramento, CA 95827

O. 916.758.8030
F. 916.758.8042



LIC. #1038673
Contract # _____

SOLAR HOME IMPROVEMENT CONTRACT

This constitutes a legally binding contract signed by HOMEOWNER (hereinafter "You" or "Homeowner") on: ____

The Notice of Cancellation may be sent to the attention of Green Day Power at: 9745 Business Park Dr. Sacramento, CA 95827

PURCHASER INFORMATION

Homeowner #1 Full Name Thomas Taylor		Homeowner #2 Full Name	
Mailing Address	City, State	Zip Code	
23534 Via Castanet	Santa Clarita CA	91355	
Installation Address (if different)	City, State	Zip Code	
23534 Via Castanet	Santa Clarita CA	91355	
Home Phone	Mobile Phone (425) 736-8675		
Work Phone	Email Address thomas.taylor2011@gmail.com		
HOA: Yes ☒ No ☐			
HOA Management Company		HOA Phone Number	

SYSTEM DETAILS

System Size (kW) 6.320	# of Arrays	Roof ☒	Ground Mount ☐
Panel Qty. 16	Panel Make and Model	Canadian solar	CS3N-395MS
Inverter Qty. 1	Inverter Make and Model solarEdge		
Additional Scope of Work MPU			

CONTRACT TERMS

PURCHASER #1 Print Name Thomas Taylor	Signature by: <i>Thomas Taylor</i>	Date 7/15/2022
PURCHASER #2 Print Name	Signature by: <i>[Signature]</i>	Date
Sales Consultant Print Name Jared Bradley	Reg. No:	Signature by: <i>Jared Bradley</i>
GREEN DAY POWER Seth Devey, CEO		Signature by: <i>Seth Devey</i>

HOME IMPROVEMENT CONTRACT

greendaypower.com

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

A. Scope of Work/Payment:**1. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:**

Green Day Power agrees to furnish and install a Solar Photovoltaic System (the "System") which includes labor, equipment, tools, materials and supervision to complete the installation, and any additional work as specified in this Contract. The System will remain the property of Green Day Power until full payment is received. In the event that the specified panels and/or inverters are unavailable, they will be replaced with a product or products of equal or greater value.

2. Approximate Start Date: 8/14/2022**3. Substantial Commencement of Work:**

Substantial Commencement of work will have occurred once this Contract has been signed by both parties, and upon receipt of the Downpayment.

4. Approximate Completion Date: 9/14/2022**5. List of Documents to be incorporated into this Contract:**

- i. Exhibit A: Notice of Cancellation Form (in duplicate)
- ii. Exhibit B: Warranty
- iii. Exhibit C: Supplemental Description of Project

6. Note About Extra Work and Change Orders:

- i. 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.
- ii. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.
- iii. Any Extra work or Change Order shall not be enforceable against You unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order:
 - 1. The scope of work encompassed by the order.
 - 2. The amount to be added or subtracted from the contract.
 - 3. The effect the order will make in the progress payments or the completion date.
- iv. Contractor's 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.

- v. The proposed System size, production, and scope of work are based on various assumptions. The parties agree that Green Day Power has the right to issue a change order if the assumptions prove not to be accurate following the site survey. If the parties are unable to agree on the price for the change order, this Contract shall be terminated, and Green Day Power shall return to You any payment made less the actual costs incurred by Green Day Power in securing materials and performing any work under this Contract.

7. **Roof and other Exclusions:**

Green Day Power is not responsible for existing roof conditions or expected lifespan of Your existing roof. If roof work is needed after installation, You will be responsible for the additional cost of removing and reinstalling the solar System. The following work is excluded from this Contract unless incorporated by a Change Order signed by both You and Green Day Power: correcting concealed or substandard framing; removal or disposal of hazardous materials such as, without limitation, asbestos; removing or repairing rot or insect infestation; structural framing work; correcting errors or omissions by other contractors or subcontractors (not including Green Day Power or Green Day Power's contractors or subcontractors); cost of correcting, testing, or remediating mold, fungus, mildew or organic pathogens, unless such condition is the result of a Green Day Power caused construction defect; painting of conduit or other structural parts; or correcting pre-existing conditions at the Property.

8. **Access Rights:**

You agree to allow Green Day Power and construction professionals (including engineer, architect, licensed contractors, or their representatives) hired by Green Day Power to access the property to inspect any buildings and roofs prior to the installation of the System, in order to ensure that the property can accommodate the System. You agree to allow full property access in a timely and scheduled basis for the site survey, solar installation, building department inspection, and service appointments. Green Day Power will not be responsible for any missed work time taken off by You in order to provide necessary accommodations for said appointments. If You delay access, Green Day Power retains the right to make an equitable adjustment in the time and Contract Price it takes to perform our obligations under this Contract. You agree not to directly or indirectly retain any other person or entity to provide services at the Home during the time Green Day Power is installing Your System, if those services might interrupt our access to the Home or the System installation, provided that Green Day Power will reasonably cooperate with You in scheduling such work if You provide Green Day Power reasonable advance warning.

9. **Delays in Installation:**

Green Day Power shall be excused for any delay and shall be entitled to an increase in time and extra costs due to any events beyond the reasonable control of Green Day Power. You agree that Green Day Power and Green Day Power's certified installers shall not be responsible for delays in delivery, construction, or installation of the System caused by You, Your agents, new construction, fire, "acts of God", strikes, production and/or shipment delays, material shortages, war, terrorism, government or utility regulations, permitting or inspection delays, payment disputes, change orders, financing delays, soil conditions, and/or any other matters or conditions beyond Green Day Power's control.

10. **Cooperation with Permits:**

You agree to cooperate with Green Day Power in our efforts to obtain all Permits from the authority having jurisdiction. Any other permits or permissions that are required for the installation will be Your responsibility to timely obtain, such as permits associated with historic or landmarked structures, or Homeowner's Association ("HOA") approvals, provided, however, that Green Day Power will provide You with reasonable assistance in obtaining such permits and approvals upon request.

11. **No Existing Conditions.**

By signing this Contract, You are representing that, to Your knowledge, there are no conditions (concealed, hidden, hazardous or otherwise) at, on, or beneath the Home that would, or may, prevent the installation or operation of the System as provided in this Contract. Proper operation of Your System may depend on other features or equipment already present at the Property which, if changed, may result in additional work and require a Change Order.

12. **Shading:**

Shading caused by objects (trees, vents, chimney, etc.) surrounding the System may affect System output and rebate amount. The shading effect is going to be measured at the time of site survey. If You are planning to remove or relocate the objects causing the shade, You must remove or relocate objects prior to completion of installation. You are to notify Green Day Power if/when the objects causing the shade are removed or relocated and request a re-measurement from Green Day Power. Upon Your timely request, Green Day Power may re-inspect to verify post-installation shade reduction, provided the request does not jeopardize timely submission of rebate information to the State, and You sign a Change Order increasing the Contract Price for the actual re- inspection costs. You shall maintain Your property to ensure that shading does not increase after the System is installed, and if such additional shading causes a reduction in the State rebate, You shall pay the difference to Green Day Power.

13. **Unforeseen &/or Unknown Conditions and Exclusions:**

If unforeseen or concealed conditions are discovered, or if actual conditions are materially different than as represented, then Green Day Power shall be entitled to a mutually agreeable change order adjusting the price and/or time for completion to accommodate such conditions. In the event You elect not to make any such changes, either Party may terminate. Should any special assessment or survey be required (i.e. Biological, archaeological, flood plain, geological, etc.), it is to be provided by You. Not included in this Contract is an additional charge for expenses which may be incurred if sub-surface soil conditions (i.e. rock, water, underground streams, etc.) are not workable with standard equipment equal to a Bobcat type skip loader. If any of the above conditions are encountered, there will be an additional charge.

You will assist in identifying, prior to site survey, all irrigation and water lines (pipes). As a convenience to You, should Green Day Power break an unidentified water line, Green Day Power can repair it for an additional cost.

Green Day Power agrees to stop work immediately and notify You should asbestos or asbestos related products be discovered during the course of construction. Work will continue only after the asbestos hazard has been abated, and You have authorized work to be restarted. Any such work is agreed to be separate from this Contract, unless specifically included in Green Day Power's written scope.

If Green Day Power is appropriately qualified and licensed to do so, Green Day Power will provide You with an estimate for Green Day Power to complete the additional work required to correct or address the Unforeseen Conditions, by sending You a proposed Change Order, which You will be able to accept or decline.

If You accept the proposed Change Order, Green Day Power will perform the additional work, pursuant to the terms of the Change Order and this Contract.

If You do not accept the proposed Change Order, or if Green Day Power does not provide a proposed Change Order for the additional work, then You must engage another contractor separately, and have the additional work performed at Your expense. If You do not, then either Party may terminate this Contract by written notice to the other Party, in which case the following will apply:

If Green Day Power encountered or discovered the Unforeseen Conditions during the Home Visit, upon termination, each Party is released from all obligations under the Contract, provided that Green Day Power will promptly refund You any payments You have previously made to Green Day Power under the Contract.

If Green Day Power encountered or discovered the Unforeseen Conditions subsequent to the Home Visit (for instance during the design phase, permitting phase or installation phase), then provided that such Unforeseen Conditions were not reasonably discoverable by Green Day Power during our proper performance of the Home Visit, You will be responsible for paying Green Day Power the portion of the Contract Price for work Green Day Power has performed and materials Green Day Power has installed to the date of termination, including reasonable profit and overhead.

14. **Estimate and Proposal:**

Green Day Power offers to furnish the materials and arrange for delivery and installation, as specified in this Contract, the attached sketches, and equipment specification sheets for the total price shown, and any additional changes thereto. Purchase price is subject to change if the 1st progress payment (for ordering equipment, system engineering and design) is not received within 30 days of this Contract date, or if the start of installation is delayed beyond 120 days of this Contract date due to delays in new construction, or a meter set at the property. If the installation cannot be made in accordance with the law, the offer will be withdrawn, and any payments You have made, less any fees incurred, will be refunded to You. If the cost of equipment increases by more than 20% from the solar equipment manufacturers, Green Day Power reserves the right to cancel this Contract and refund all monies paid back to You.

15. **Contract Price:** 41019.59

16. **Downpayment:** _____

17. **Finance Company:** Mosaic Cash/Check ☐ Financing ☒ PPA ☐

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

18. **Schedule of Progress Payments:**

Amount of work or services to be performed		Amount Payable Upon Acceptance/Completion
Downpayment	\$1,000 or 10%	\$
Delivery of Materials	50%	\$
Substantial Completion of Installation	30%	\$
Final Inspection	Remainder of Amount Owed	\$

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

Homeowners Initials #1  #2 _____

19. **Payment Terms:** You agree to pay Green Day Power the total price, which includes applicable tax, according to the schedule set forth above, including any change orders or extras caused by unforeseen conditions, or Your subsequent requests. You shall pay to Green Day Power a downpayment in the amount provided above. Green Day Power agrees to refund the full amount of the downpayment if You cancel this contract within three (3) days (5 if Homeowner is over 65) of signing this contract. If cancelled after three (3) days (5 if Homeowner is over 65), the downpayment will be applied against any related costs and/or expenses incurred by green day power. if neither party cancels the contract, the downpayment will be applied to the contract price.
- i. **Invoices:** Green Day Power will invoice You on the dates listed in the payment schedule section. You agree to pay the invoice within 5 business days, after which it will be considered late. A malfunction, minor damage, or blemishes to installed equipment and materials is not a reason to withhold payment.
 - ii. **Late Payments:** If You fail to pay Green Day Power as agreed, Green Day Power may suspend work until delinquent payments are brought current. Green Day Power will charge at the lesser of 1% per month and the maximum amount permitted by law for all past due balances. If any invoice is not paid when due, this could result in suspension or termination of the project. If You fail to pay for the services when due, Green Day Power reserves the right to treat such failure as a breach of this contract. Any legal or collection fees associated with such will be Your responsibility. You will be assessed an additional fee of fifteen dollars (\$15) for each return or refusal of Your bank to honor a check.
 - iii. **Expenses:** You shall pay to Green Day Power any expenses incurred by Green Day Power in the provision of services under this Contract.
 - iv. **Lien Release:** Upon satisfactory payment being made for any portion of the work performed, Green Day Power, prior to any further payment being made, shall furnish to You a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code, for that portion of the work for which payment has been made.
 - v. **Cancellation Fee:** If cancellation is within three (3) days (5 if Homeowner is over 65), You are not liable. You may cancel this Contract after the 3-day (5 if homeowner is over 65) rescission date by providing written notice to Green Day Power. Upon cancellation, You shall be liable for all costs incurred by Green Day Power, including any restocking charges, labor costs, permitting, engineering, design, profit, and overhead that would have been earned if the Contract had been performed.

B. Commercial General Liability Insurance (CGL):

Green Day Power carries commercial general liability insurance written by Casey Cleveland Insurance. You may call Casey at (559) 241-7970 to check the contractor's insurance license.

C. Workers' Compensation Insurance.

Green Day Power carries workers' compensation insurance for all employees.

D. 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 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

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

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

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

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

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

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.

E. Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

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

For more information:

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

E. Representations:

1. Authority to Sign: Each party promises to the other party that it has the authority to enter into this Contract, and to perform all of its obligations under this Contract.
2. You will Review Work: You promise to review the work product, to be reasonably available to Green Day Power if Green Day Power has any questions regarding this project, and to provide timely feedback and decisions.

G. General:

1. Signatures: You and Green Day Power must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to Green Day Power. Electronic signatures count as originals for all purposes.
2. Compliance with Laws: Green Day Power must comply with all provisions of law applicable to this Contract.
3. Notices: All notices or other matters required or permitted by this Contract, or by law to be served on, given to, or delivered to either Party, shall be in writing, and shall be deemed duly served, given, or delivered:
 - i. Upon personal delivery.
 - ii. Acknowledgment of receipt of electronic transmission.
 - iii. The promised delivery date after deposit with overnight courier; or
 - iv. Five (5) days after deposit in the mail.

Notices may be delivered either to the address listed in this Contract, or any other address specified in writing. Documents received electronically shall be deemed an original document.

4. Rebates: This Contract may entitle You to a rebate for a portion of the agreed upon price from the government or Your utility provider. Green Day Power makes no representation or warranty concerning the availability or amount of any such rebate. Green Day Power agrees to prepare and submit any reasonably requested forms to support a rebate application. You may apply the rebate amount toward the final payment that is required to be paid upon completion of the System.
5. Subcontractors: You understand that Green Day Power may use licensed and insured subcontractors to fulfill work.
6. Electricity Generation: Green Day Power is not responsible for changes in the amount of electrical power generated by the installed System due to obstructions to the sun such as trees, towers, buildings, or other obstructions; changes in the season; changes in customer's electrical usage, or changes in environmental conditions such as weather, precipitation, smoke, fog, cloud cover, air pollution, etc. Any billing associated with an increase in power consumption is the responsibility of the Homeowner, and it is the responsibility of the Homeowner to monitor the power consumed against the power produced to prevent any charges for consumption of power in excess of that produced by the System.

- I. Customers previous 12 month usage 7546 Initial 
- II. Estimated 1st year solar production 11603 Initial 

7. **Promotional Materials:** In connection with the marketing and promotion of its products and services, Green Day Power shall be entitled to photograph the System and Your residence and/or buildings, without restriction, for use in its promotional materials and advertising. Green Day Power shall have the exclusive ownership of, and copyright for, such photographs, promotional materials, and associated intellectual property. Under no circumstances will Green Day Power Release Your address without Your prior consent. Green Day Power may also place, at the Project location, during installation of the System, reasonable signage identifying Green Day Power as the Project Contractor.

H. Force Majeure:

Our performance under this Contract will be excused for the duration of any Force Majeure Event. Force Majeure Event means any event, condition or circumstance beyond the reasonable control of, and not caused by, Green Day Power's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of god, war (declared or undeclared), sabotage, riot, insurrection, civil unrest or disturbance, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, unavailability of suitable and sufficient labor, explosion, fire, earthquake, abnormal weather conditions or actions of the elements, hurricane, flood, lightning, wind, hail, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Green Day Power's failure to have exercised reasonable diligence), or unusual utility grid voltage fluctuations, failure of equipment not utilized by Green Day Power or under its control. In such a case, Green Day Power may proceed with the work, provided that the parties reach an agreement on a Change Order to reflect the additional work or time required as a result of the Force Majeure event.

I. Term and Termination:

If one of the parties chooses to end the Contract prior to project completion, You are responsible for paying for all work and costs incurred up until that date. If You fail to make payment at the due dates, and in the amounts provided for in this contract, or in any other way violate the terms or conditions of the contract, Green Day Power may, upon seven (7) days written notice to You, elect to suspend the work until the default is cured, or terminate this Contract. The election to either suspend or terminate shall be solely at Green Day Power's discretion. In either case, Green Day Power shall recover all costs incurred in pursuing the work, including all labor, material, and equipment costs or commitments, restocking or termination charges, demobilization costs, and mark-up on all costs for reasonable overhead and profit. Green Day Power may terminate performance under this contract if You become insolvent or declare bankruptcy, default, or commit a material breach, including, but not limited to, failure to timely pay undisputed amounts owed to Green Day Power.

J. Default: You will be in default under this Contract if:

1. You do not make the Downpayment, or any Progress Payment, or any other payment under this Contract when due, and such failure continues for ten (10) days;
2. You fail to observe, keep, or perform any other material term or condition of this Contract, and such failure continues for fifteen (15) days after receiving notice from us; or
3. You or Your guarantor admits in writing its insolvency, assigns its assets for the benefit of creditors, enters any bankruptcy or reorganization proceeding (either voluntary or involuntary), is otherwise adjudicated bankrupt or insolvent, or the occurrence of any similar event.

K. Remedies in Case of Default:

1. If You are in default under this Contract, Green Day Power may take anyone (or more) of the following actions. Green Day Power will, to the extent required by this Contract or applicable law, provide You notice, and wait for the expiration of any applicable cure period before taking any of these actions. Green Day Power may:
 - i. Terminate this Contract;
 - ii. Take any action at law or in equity to compel performance by You of the terms and conditions of this Contract, and/or recover damages for Your breach;
 - iii. Take any action Green Day Power deems reasonable to correct or cover Your default; or
 - iv. Take any other action, or pursue any other remedy, available to Green Day Power under this Contract or by law.

Please note that, by taking any one or more of these actions (or by not taking any one or more of these actions) Green Day Power does not give up the right to take any of the above actions in connection with the then-existing default, or any future default. Additionally, Green Day Power may take any of the above actions without notice to You, unless applicable law or the terms of this Contract require Green Day Power to provide You notice, in which case Green Day Power will provide notice as required by this Contract or applicable law.

You agree to reimburse Green Day Power for any reasonable costs and expenses paid by Green Day Power to correct or cover Your default. Any such amounts paid by Green Day Power will be immediately due and will be added to the amount owed by You under this Contract. Such costs include, without limitation, all costs (including reasonable attorneys' fees), overhead, and profit Green Day Power and our subcontractors would have earned if You had not defaulted and Your System had been fully installed.

In addition to the rights and remedies for default outlined above, in the event that You do not make a payment due under this Contract on the due date, Green Day Power reserves the right to suspend work immediately until such payment is made.

L. Limitations and Liability:

Green Day Power's total liability to You, from all causes (including all claims under the warranties described in this Contract), whether based on Contract, tort (including negligence), strict liability or any other cause of action, shall, in no event, exceed the Contract Price.

NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW, OR OTHERWISE, AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. THIS LIMITATION WILL NOT BE INTERPRETED TO RESTRICT A PARTY'S INDEMNITY OBLIGATIONS WHERE SUCH OBLIGATIONS EXIST PURSUANT TO THIS CONTRACT.

M. Waiver and Severability:

A Party's failure at any time to require strict performance of any of the provisions of this Contract will not waive or diminish its right thereafter to demand strict compliance of that provision or of any other provision of this Contract. If any provision of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted so as to make them enforceable.

N. Applicable Law.

This Contract is governed by the laws of the state of California, without giving effect to principles of conflict of laws.

O. Arbitration Provision:

Any dispute, controversy, or claim arising out of, or in relation to this Contract, or the breach thereof, shall be settled by binding arbitration, and judgment upon the award rendered by binding arbitration under the rules and regulations of the American Arbitration Association. Any decision or award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. If any Party refuses or neglects to appear or participate in such arbitration hearings, such acts shall be conclusively deemed an act of bad faith, and the arbitrator(s) are empowered to decide the controversy in accordance with whatever evidence is presented, and are authorized to award reasonable costs and damages, including those for bad faith and expenses and reasonable attorney's fees. The parties hereby waive their right to bring any legal action, and understand they are giving up their rights to discovery and appeal. If any Party refuses to submit to arbitration after agreeing to this provision, they may be compelled to arbitrate. Further, if any Party to this Contract, including any agent, shall institute any legal action against any other Party to this Contract, the prevailing Party shall be entitled to court costs and reasonable attorney's fees in addition to any other relief which may be granted. Arbitration must be held within the boundaries of the city of Sacramento.

In any dispute relating to the interpretation or enforcement of this Contract, the prevailing Party shall be entitled to its actual costs and attorney fees, including expert witness fees. It is the intent of the Parties that the prevailing Party be made whole. Each Party irrevocably waives its rights to a trial by jury in any action or proceeding arising out of or relating to this Contract, or the transactions relating to its subject matter. Only disputes involving You and Green Day Power may be addressed in the arbitration. YOU AGREE THAT YOU CANNOT PURSUE ANY DISPUTE AS A "CLASS ACTION." This means that the arbitration may not address disputes involving other persons which may be similar to the disputes between You and Green Day Power.

BY INITIALING IN THE SPACE BELOW, YOU, THE CUSTOMER, ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE INSTALLATION OF THE SYSTEM DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE, OR OTHER APPLICABLE LAWS. YOUR CONTRACT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE INSTALLATION OF THE SYSTEM TO NEUTRAL ARBITRATION.

I agree to arbitrate



Customer's Initials #1

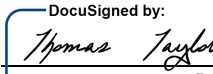
Customer's Initials #2

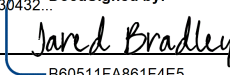
P. Indemnity:

To the fullest extent permitted by law, You agree to defend and indemnify Green Day Power against, and hold Green Day Power harmless from, any and all losses, claims, damages, liabilities and related expenses (including all reasonable fees, costs and expenses of counsel) incurred by Green Day Power, or asserted against Green Day Power by You or any third party, arising out of, in connection with, or as a result of Your gross negligence, willful misconduct, or breach of Your contractual obligations to Green Day Power. This indemnity obligation will survive termination or expiration of this Contract.

Q. Bond.

You have the right to require Green Day Power to have a performance and payment bond.

SIGNATURE OF PURCHASER:  DocuSigned by: D97FC62A1C30432...

SIGNATURE OF CONTRACTOR:  DocuSigned by: B60511FA861F4E5...

R. Entire Contract:

THIS CONTRACT REPRESENTS THE ENTIRE CONTRACT OF THE PARTIES, AND INCLUDES ALL REPRESENTATIONS MADE BY GREEN DAY POWER, AND IT SHALL SUPERSEDE AND NOT BE MODIFIED BY ANY PRIOR PROPOSAL, BID, ESTIMATE, CONVERSATION, SUBMITTAL, REPRESENTATION, OR OTHER FORM OF COMMUNICATION, ORAL OR WRITTEN, BETWEEN YOU AND GREEN DAY POWER BEFORE THE DATE WHEN THIS CONTRACT IS FULLY EXECUTED, WHETHER OR NOT SUCH PROPOSAL, BID, REPRESENTATION, OR ESTIMATE IS SIGNED BY EITHER OR BOTH OF THE PARTIES HERETO. THIS CONTRACT CANNOT BE MODIFIED BY ORAL CONTRACTS AND MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES AFTER THE DATE OF THIS CONTRACT. **BY INITIALING BELOW, YOU ARE CONFIRMING THAT NO OTHER PROMISES OR REPRESENTATIONS, OTHER THAN WHAT IS SPECIFICALLY OUTLINED IN THIS CONTRACT, WERE MADE, AND YOU ARE IN COMPLETE AGREEMENT WITH THE WORK, AS OUTLINED, AND THE MATERIALS TO BE USED.**


Customer's Initials #1

Customer's Initials #2

S. Three-Day Right to Cancel:

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

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

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

Date: 7/15/2022

DocuSigned by:
Thomas Taylor
D97FC62A1C30432...
Homeowner signature

I. Five-Day Right to Cancel Exclusive to Consumers age 65 or older:

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

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

Date: 7/15/2022

DocuSigned by:
Thomas Taylor
D97FC62A1C30432...
Homeowner signature

EXHIBIT A - NOTICE OF CANCELLATION

Transaction Date: 7/15/2022

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

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

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

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

**Green Day Power
9745 Business Park Dr.
Sacramento, CA 95827
P: 916.758.8030
F: 916.758.8042**

3-day Cancellation Deadline is midnight of 07/19/2022 (Three days after Transaction Date above).

I hereby cancel this transaction.

Homeowner #1 Print Name

Signature

Date

Homeowner #2 Print Name

Signature

Date

EXHIBIT A - NOTICE OF CANCELLATION (Duplicate)

Transaction Date: 7/15/2022

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

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

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

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**Green Day Power
9745 Business Park Dr.
Sacramento, CA 95827
P: 916.758.8030
F: 916.758.8042**

3-day Cancellation Deadline is midnight of 07/19/2022 (Three days after Transaction Date above).

I hereby cancel this transaction.

Homeowner #1 Print Name

Signature

Date

Homeowner #2 Print Name

Signature

Date

EXHIBIT A - NOTICE OF CANCELLATION
EXCLUSIVE TO CONSUMERS 65 YRS OF AGE OR OLDER

Transaction Date: 7/15/2022

You may cancel this transaction, without penalty or obligation, within five business days from the above date.

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

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

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To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to:

**Green Day Power
9745 Business Park Dr.
Sacramento, CA 95827
P: 916.758.8030
F: 916.758.8042**

5-day Cancellation Deadline is midnight of 7/19/2022 (Five days after Transaction Date above).

I hereby cancel this transaction.

Homeowner #1 Print Name	Signature	Date
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Homeowner #2 Print Name	Signature	Date
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EXHIBIT A - NOTICE OF CANCELLATION (Duplicate)
EXCLUSIVE TO CONSUMERS 65 YRS OF AGE OR OLDER

Transaction Date: 7/15/2022

You may cancel this transaction, without penalty or obligation, within five business days from the above date.

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

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

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F: 916.758.8042**

5-day Cancellation Deadline is midnight of 7/19/2022 (Five days after Transaction Date above).

I hereby cancel this transaction.

Homeowner #1 Print Name

Signature

Date

Homeowner #2 Print Name

Signature

Date

EXHIBIT B - WARRANTY

GENERAL TERMS

Subject to the limitations and other provisions of this Contract, Green Day Power warrants that the work and the System will be free from defects in material, construction and workmanship ten (10) years following the Completed Installation (the "Limited Warranty"). Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty. This Warranty is transferable to a secondary OWNER within the first 10 years of installation at no charge. This transfer must be done within 60 days from the sale of the house. If HOMEOWNER would like to transfer Warranty after 10 years, a Warranty transfer fee will be charged. The fee charged is \$100 for each remaining year of the warranty.

COVERED COMPONENTS

This Warranty covers the following components and installations by GREEN DAY POWER: photovoltaic modules, mounting brackets or tracking structures, inverters, wiring, foundations for the free-standing systems, and utility-required interconnection equipment. This Warranty also extends to any leaks proximately caused by roof penetrations Green Day Power made while installing the System, but it does not extend to leaks that would have occurred even in the absence of such penetrations. In no event will Green Day Power's liability for roof penetration exceed the total purchase price of the System paid by the original PURCHASER.

EXCLUSIONS

Except for the express Warranty stated herein, Green Day Power provides no other Warranty including, without limitation, any implied Warranties of quality, and performance. This Warranty does not cover: (1) Damage or malfunctions caused by a failure to properly operate or maintain the System in accordance with printed instructions provided by Green Day Power and/or the System component manufacturer(s); (2) Damage or malfunction caused by any repair, replacement, or installation of a part or service not provided or authorized in writing by Green Day Power. Green Day Power recommends that, to avoid the exclusions set forth herein, all hardware installations or upgrades should be performed by Green Day Power, or with Green Day Power's prior written consent; (3) Damage or malfunction resulting from OWNER or third-party abuse, accident, alteration, improper use, negligence, or vandalism, earthquake, fire, flood, or other acts of god, war or terrorism, or acts of parties outside Green Day Power's control; or (4) Damage or malfunction resulting from the performance of repairs, maintenance, or replacement of OWNER's roof by anyone other than Green Day Power. OWNER's roof will naturally degrade over the course of this Warranty.

Therefore, Green Day Power shall have no liability, under this Warranty, the Contract, or otherwise, for damage to OWNER's roof that results from the performance of Green Day Power's Warranty obligations, except (a) to the extent it is determined that such damages were caused by Green Day Power's gross negligence; or (b) where OWNER's roof was installed by Green Day Power. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

The Limited Warranty excludes products not manufactured by Green Day Power. You shall be entitled to all Warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by Green Day Power, but which Green Day Power installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. Green Day Power does not expressly warrant these items because it is not involved in the manufacturing process. Occasionally, a component, accessory or item of equipment will be unavailable for reasons beyond Green Day Power's control. If this should occur, Green Day Power shall have the right to substitute a reasonable equivalent item. The Limited Warranty excludes any measuring or monitoring equipment or service.

Warranty Service Green Day Power

**9745 Business Park Dr.
Sacramento, CA 95827
Phone: 916.758.8030**

X You understand that construction of a ground mount system does not include any costs or contingencies for rocks or other unforeseen obstacles. Green Day Power shall promptly inform You of such conditions, and You shall be responsible for the equitable adjustment in price to remedy. A Change Order will be executed on a time and material basis.

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