Serial Number: Killi_Figue_White_Final_2_MySolar-Lease-M_166_576819_2012-09-15-00:15:38

Federal Consumer Leasing Act Disclosures

Date Agreement Signed: 9/15/12

Effective Date: 9/15/12

Lessor(s) MYSOLAR I LLC
201 Mission Street, Floor 11
San Francisco, CA 94105

Lessee(s) Doris White

Description of Leased Property

(The "Solar System")

Solar System Size: 5.04 kW DC

Module Manufacturer: Sharp

Inverter Manufacturer: Enphase Energy

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges (not part of Your monthly payment)	Total of Payments (The amount You will have paid by the end of the lease; does not include any additional installation cost or taxes)
(Itemized below*) $ 0.00 ($ 0.00 incl. est. tax)	Your First Monthly Payment of $ 153.29 ($ 153.29 incl. est. tax) is due on the date specified below in "Timing of First Monthly Payment Upon Delivery", followed thereafter by 299 payments itemized below (see **). The total of Your monthly payments is $ 75,582.49 ($ 75,582.49 incl. est. tax).	$4.95/month for $ 0.00 non-ACH payments, see Part 7.04 for details.	$ 75,582.49 ($ 75,582.49 incl. est. tax)

*Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery:		How the Amount Due at Lease Signing or Delivery will be paid:	
Initial Payment	$ 0.00 ($ 0.00 incl. est. tax)	Amount to be paid in cash at signing	$ 0.00 ($ 0.00 incl. est. tax)

**Itemization of Monthly Payment (taxes not included)

The First Monthly Payment is followed by:
11 Monthly Payments of $ 153.29 each, followed by
12 Monthly Payments of $ 159.27 each, followed by
12 Monthly Payments of $ 165.48 each, followed by
12 Monthly Payments of $ 171.93 each, followed by
12 Monthly Payments of $ 178.64 each, followed by
12 Monthly Payments of $ 185.60 each, followed by
12 Monthly Payments of $ 192.84 each, followed by
12 Monthly Payments of $ 200.36 each, followed by
12 Monthly Payments of $ 208.18 each, followed by
12 Monthly Payments of $ 216.30 each, followed by
12 Monthly Payments of $ 224.73 each, followed by
12 Monthly Payments of $ 233.50 each, followed by
12 Monthly Payments of $ 242.60 each, followed by
12 Monthly Payments of $ 252.06 each, followed by
12 Monthly Payments of $ 261.90 each, followed by
12 Monthly Payments of $ 272.11 each, followed by
12 Monthly Payments of $ 282.72 each, followed by
12 Monthly Payments of $ 293.75 each, followed by
12 Monthly Payments of $ 305.20 each, followed by
12 Monthly Payments of $ 317.11 each, followed by
12 Monthly Payments of $ 329.47 each, followed by
12 Monthly Payments of $ 342.32 each, followed by
12 Monthly Payments of $ 355.67 each, followed by
12 Monthly Payments of $ 369.55 each, followed by
12 Monthly Payments of $ 383.96 each.
The Monthly Payment schedule above incorporates an annual increase at a rate of 3.9% applied to each full year of the Lease Term (the "Annual Increase Rate").

Purchase Option at End of Lease Term. You have an option to purchase the Solar System at the end of the lease term in accordance with the provisions set forth in Part 12 of the Standard Residential Solar System Lease Agreement.

Other Important Terms. See Your lease documents for additional information on early termination, deposits which may be due to the Solar System installer, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Fees and Taxes. The total amount You will pay for all official fees and taxes over the term of Your lease, whether included with Your monthly payments or otherwise: $ 0.00 Note that the tax rate is based on California sales tax base rates and may vary based on Your specific location.

Timing of First Monthly Payment Upon Delivery. If Utility Approval (defined in Part 6.01 as the date Solar Provider receives notice from the Utility that the Solar System is approved for operation) is between the 1st and the 15th day of the month, Your First Monthly Payment is due on the 1st day of the calendar month following Utility Approval and subsequent Monthly Payments are due on the 1st day of each calendar month thereafter; or, if Utility Approval is between the 16th day and the last day of the month, then Your First Monthly Payment is due on the 15th day of the calendar month following Utility Approval and subsequent Monthly Payments are due on the 15th day of each calendar month thereafter.

Consumer initials here: D.W.

Serial Number: Killi_Figue_White_Final_2_MySolar-Lease-M_166_576819_2012-09-15-00:15:38

STANDARD RESIDENTIAL SOLAR SYSTEM LEASE AGREEMENT

Between:

1. CONSUMER
Name(s): Doris White

Mailing Address: 10185 Santa Ana Road, Atascadero, CA 93422
Email Address: jcbowles@charter.net
Telephone: 805-461-0765
System Address: 10185 Santa Ana Road, Atascadero, CA 93422

MYSOLAR I LLC
("***Solar Provider***")
201 Mission Street, Floor 11
San Francisco, CA 94105

Notice of Cancellation may be sent to this address

INITIAL TERM OF AGREEMENT 25 years

ESTIMATED SOLAR GENERATION
First Year Estimated Generation: 8,241 kWh AC
Twenty (25) Year Estimated Total Generation: 189,602 kWh AC
Estimated Price per kWh (Implied): $ 0.223

Year	Guaranteed Output (kWh)	Estimated Annual Generation (kWh)[1]	Annual Purchase Price: greater of Fair Market Value or the value listed below [2]
1	7,828	8,241	$41,447.37
2	7,774	8,183	$39,225.11
3	7,719	8,126	$36,580.34
4	7,665	8,069	$33,800.63
5	7,612	8,012	$30,939.76
6	7,558	7,956	$28,071.13
7	7,505	7,900	$27,485.16
8	7,453	7,845	$26,938.60
9	7,401	7,790	$26,413.99
10	7,349	7,736	$25,907.56
11	7,297	7,682	$25,398.53
12	7,246	7,628	$24,820.02
13	7,196	7,574	$24,193.24
14	7,145	7,521	$23,540.87
15	7,095	7,469	$22,797.39
16	7,046	7,416	$21,948.05
17	6,996	7,364	$21,020.89
18	6,947	7,313	$19,988.49
19	6,899	7,262	$18,827.04
20	6,850	7,211	$17,537.57
21	6,802	7,160	$16,110.03
22	6,755	7,110	$14,586.53
23	6,708	7,061	$12,865.28
24	6,661	7,011	$10,929.54
25	6,614	6,962	$8,763.36

Solar Provider 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 this and other companies by calling toll-free, 1-888-OPTOUT (1-888-567-8688).

1 These estimates may decrease by as much as 2% between the Effective Date and the date on which the Solar System is installed without requiring this document to be signed again.
2 Annual Purchase Price will be the greater of Fair Market Value (as determined pursuant to Part 12.01 of this Agreement) and the value listed. This Annual Purchase Price does not include applicable taxes, including applicable sales tax, which will be the sole responsibility of Consumer if the Purchase Price option is selected. During years 1 through 6, You may purchase the Solar System only in the event that You sell Your home (see Parts 12.03 and 13.01(c)).

Consumer initials here: D.W.

THIS STANDARD RESIDENTIAL SOLAR ELECTRICITY PURCHASE AGREEMENT (this "***Agreement***") is entered into by and between MYSOLAR I LLC ("***Solar Provider***") and the consumer(s) who have signed this Agreement ("***You***," "***Your***" or "***Consumer***"). You and Solar Provider may be referred to as a "***Party***" or "***Parties***".

1. PARTIES TO THE AGREEMENT

1.01 You, the Consumer

You are entering into this Agreement with Solar Provider. You represent that You are at least eighteen (18) years of age and that You are the owner of the property shown on the Cover Page (referred to as "***Your Property***"). You further represent that either You have the authority to enter into this Agreement on behalf of all owners of Your Property or all owners of Your Property have signed this Agreement. Under this Agreement, You will agree to the installation by Killion Energy Inc. DBA ("***Installer***") of a solar photovoltaic system materially similar to the system described on the Cover Page (the "***Solar System***") on the roof of a structure and/or grounds of Your Property as provided in the Installation Agreement contained in Exhibit A to this Agreement, and You agree to lease the Solar System from Solar Provider, and to the other rights and obligations in this Agreement.

1.02 Solar Provider

Solar Provider will own the Solar System and maintain the Solar System, as further described in this Agreement (the "***Solar Provider's Duties***"). Solar Provider will be responsible for all costs and expenses related to performing Solar Provider's Duties. You agree that Solar Provider has the authority and discretion to use contractors or agents to perform or assist in performing Solar Provider's Duties.

2. INITIAL PAYMENT AND CREDIT CHECK

2.01 Initial Payment and Signing the Agreement

You agree to pay Solar Provider the Amount Due at Lease Signing or Delivery shown in the box with such title on the Federal Consumer Leasing Act Disclosure document as the amount due at the signing (the "***Initial Payment***") and to sign this Agreement. You have the right to cancel this Agreement within three (3) business days of the date You signed it by delivering written notice in the form of Exhibit B at the address provided in Part 20.07 of this Agreement and, if you do so, receive a full refund of the Initial Payment.

2.02 Credit Application & Utility Bills

You must complete a credit application in a form acceptable to Solar Provider ("***Credit Application***") along with this Agreement. You represent that the information provided in the Credit Application is, to the best of Your knowledge, accurate and true at the time of execution of this Agreement. Installer may also request from You and submit to Solar Provider Your electric utility bills or a recent energy audit that shows the electricity consumption of Your Property for the prior year.

2.03 Additional Credit Checks

You agree that during the Term of this Agreement, Solar Provider has the right to periodically check Your consumer credit report with credit reporting agencies, including Experian, TransUnion and Equifax. You have the right to obtain a copy of this report at Your affirmative request and at Your expense

3. THE SOLAR INSTALLATION PROCESS

3.01 Solar Lease Approval

Solar Provider will conduct a credit check and determine whether You meet the credit eligibility criteria for entry into the Agreement and to determine whether the specifications of the Solar System designed by Installer are acceptable to the Solar Provider. If Solar Provider approves Your credit and the Solar System specifications (the "***Solar Lease Approval***"), it will sign this Agreement and this Agreement will become effective (the date on which Solar Provider signs this Agreement is the "***Effective Date***"). ***Solar Provider shall have the sole discretion as to whether to make the Solar Lease Approval.*** If Solar Provider does not provide a Solar Lease Approval, it will return Your Initial Payment within sixty (60) days of such determination and all obligations between the parties will terminate.

3.02 In General

If a Solar Lease Approval occurs, (a) Installer will be authorized to begin the design, permitting, construction, installation, and testing of the Solar System in accordance with the terms of the Solar Lease Approval, and (b) You and Installer will both sign the Installation Agreement in the form attached as Exhibit A.

3.03 Changes to Solar System before Installation Completion

If Installer makes changes to the Solar System that are inconsistent with the Solar Lease Approval or this Agreement, You agree that this Agreement will terminate unless You sign a new form of this Agreement, a new solar lease approval is approved by Solar Provider, and Solar Provider signs such new form of this Agreement. ***If this Agreement is terminated under this Part 3.03, Your Initial Payment will be refunded within sixty (60) days, Solar Provider's liability to You shall not exceed the amount of Your Initial Payment, and Installer shall be solely responsible for ensuring that the Solar System or any part thereof will be removed from Your Property and that Your Property is returned to its original condition.***

3.04 Failure to Install Solar System within 120 Days of Solar Lease Approval

If the Solar System is not installed according to the terms of the Solar Lease Approval within one hundred and twenty (120) calendar days of the date of the Solar Lease Approval, the Solar System will not be financed, this Agreement will terminate, and Your Initial Payment will be refunded within one hundred and eighty (180) days of the date of the Solar Lease Approval. In such case, Solar Provider's liability to You shall not exceed the amount of Your Initial Payment and Installer shall be solely responsible for ensuring that the Solar System or any part thereof will be removed from Your Property and that Your Property is returned to its original condition.

3.05 Licensed Personnel

Solar Provider will require its contractors and agents to employ and contract with licensed personnel.

4. OWNERSHIP OF SOLAR SYSTEM, TAX CREDITS AND INCENTIVES, AND ENVIRONMENTAL ATTRIBUTES

4.01 In General

If the Solar System is installed according to the terms of the Solar Lease Approval within one hundred twenty (120) calendar days of such approval, Solar Provider will purchase the Solar System from Installer. When this purchase happens, You acknowledge and agree that, until and unless You purchase the Solar System pursuant to the terms of Part 12:

(a) Solar Provider will own the Solar System, You will have no ownership interest in the Solar System, and the Solar System will be removable equipment and will not be a fixture or otherwise part or an improvement of Your Property in any manner at any time;

(b) You will not allow the Solar System to become subject to any other lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against Your interest in Your Property, or any other property belonging to You;
(c) You agree to grant Solar Provider the right to file any Uniform Commercial Code ("***UCC***") financing statement or fixture filing to secure ownership interest in the Solar System; and
(d) You will have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the Solar System at any time.
If the Solar System is located in California, then California Public Utilities Code Section 2869 requires the Solar Provider to file a Notice of Independent Solar Energy Producer Contract on the title of Your Property. This Notice does not constitute a title defect, lien or encumbrance against Your Property.

4.02 Credits & Incentives

In exchange for Your leasing the Solar System, You agree that Solar Provider is the sole beneficiary of the Solar System's investment tax credit, grants, tax depreciation, renewable energy credits and any other environmental attributes due to the owner of a system that generates solar electricity. You hereby sell, assign, transfer and convey and agree to assign, sell transfer and convey Your entire interest in any or all government or utility payments, rebates or other assignable incentives or tax benefits associated with the residential Solar System or the installation thereof (the "***Cash Rebate***") to Solar Provider. If You fail to take any additional steps necessary to effect such assignment of the Cash Rebate to Solar Provider, then You agree to pay Solar Provider a one-time payment equal to the Cash Rebate amount prior to the installation of the Solar System. You agree to perform all actions required for Solar Provider to collect such Cash Rebate on Solar Provider's behalf. Solar Provider shall have the sole economic benefit of any tax benefit, tax credit, depreciation, tax attributes and all payments and rebates in connection with the Solar System, whether now or hereafter existing. You also agree that Solar Provider alone will receive any credit, rebate, environmental attribute or other payment or offset that may be attributable to the Solar System. All future government and utility incentives arising from the Solar System shall be sole property of, and transferable by, Solar Provider. Although Solar Provider may from time to time pledge or loan such attributes, Solar Provider agrees not to enter into any new agreements to pledge or loan any attributes associated with the Solar System if You provide notice to Solar Provider of Your intent to exercise Your option to purchase the Solar System, as provided in Part 12. If You purchase the Solar System pursuant to Part 12, You will be entitled to any incentives and environmental attributes applicable to the Solar System available at the time of purchase and thereafter. To the extent that these incentives or attributes have been previously sold on a forward basis by the Solar Provider, the purchase price that You will pay will be adjusted to reflect the fact that the incentives and environmental attributes will not be available to You following Your purchase of the solar system. You agree to cooperate as reasonably required by Solar Provider in connection with any Cash Rebates or other matter relating to any of the foregoing, including, without limitation, by assigning any rights for payments, checks or other credits or benefits that you agreed to assign to Solar Provider hereunder or that are beneficially owned by Solar Provider

5. SOLAR SYSTEM OUTPUT

5.01 Estimated Annual Generation

The Solar System will be designed and constructed to conform in all material respects to the specifications shown in the Federal Consumer Leasing Act Disclosures for this Agreement in accordance with good solar industry practices. Solar Provider estimates that, for each year of the Initial Term (as defined in Part 14.02), the Solar System will be capable of generating the amount of kilowatt-hours ("***kWh***") scheduled on the Cover Page (the "***Estimated Annual Generation***"). You acknowledge that various factors affect solar generation, including natural changes in the sun's power, sunlight availability and weather, which may cause actual production to vary. You acknowledge that the normal degradation in the productive capability of the Solar System's photovoltaic modules and electrical inverters will cause the Solar System's electrical generation to decline during the Term of the Agreement. You will own all electrical power generation by the Solar System pursuant to this Agreement ("***Electricity***") and may either use such Electricity or be entitled to receive credit for such Electricity through Your Utility's Net Metering program, if applicable. If Your Solar System produces more Electricity than the Estimated Annual Generation, then You will own such additional Electricity at no additional cost.

5.02 Metering & Monitoring

Solar Provider will monitor the solar electricity generated by the Solar System using a professional, revenue-grade meter provided by Installer. If the meter fails or is found to be inaccurate, Solar Provider will replace the meter within fifty (50) calendar days. You agree not to tamper with, damage or modify the meter in any way, and to take reasonable steps to prevent third parties from doing so. You will be responsible for any damage or inaccuracies in the meter that are caused by You or any other person unrelated to Solar Provider who may come onto Your Property with Your knowledge or permission. Solar Provider will use an independent third party to monitor the Solar System using the meter on Solar Provider's behalf and Solar Provider's agent shall monitor the performance of the Solar System. You and Solar Provider agree that such agent's reading of such meter (or estimate of power supplied in the case of a meter malfunction) shall be the final determinant of the Solar System's performance. **Solar Provider's agents will monitor the Solar System performance using Your high-speed internet service. In order to allow for such monitoring, You must provide free access and use Your best efforts to maintain the high-speed internet service during the Term of the Agreement. Solar Provider's agents will use Your high-speed internet access only to transmit Solar System performance data and will take all reasonable efforts to protect Your privacy. If You fail to maintain internet service or provide such access for a period greater than ten (10) days: (i) You will still be obligated to make payments under the Agreement, and (ii) Solar Provider's Performance Guarantee will be suspended for each year in which access is not granted during any portion of such year.**

6. BUYING SOLAR ELECTRICITY

6.01 General

This Agreement is an agreement between You and Solar Provider to lease the Solar System, and does not constitute the sale of Electricity to You by Solar provider. During the Term of this Agreement, all Electricity produced by the Solar System after the date Solar Provider receives notice from the Utility that the Solar System is approved for operation ("***Utility Approval***") will be owned by You in accordance with the terms of this Agreement. You agree that, to lease the Solar System from Solar Provider under this Agreement, You will pay Solar Provider according to the terms set forth on the Federal Consumer Act Leasing Disclosure.

6.02 Title to Electricity

As set forth in Part 6.01, You will own all of the Electricity generated by the Solar System.

6.03 Additional Energy

During the Term of the Agreement You may require more electricity than the Solar System generates ("***Additional Energy***"). If You need Additional Energy, You must purchase that energy from another supplier, such as Your local utility ("***Utility***"). Solar Provider is not responsible for supplying or paying for any Additional Energy You purchase.

6.04 Prepayment

In the event that You have not elected to pay an Initial Payment, You may contact Solar Provider to prepay all, but not less than all, of the calculated amounts that You will owe Solar Provider during the remaining portion of the Initial Term ("***Prepayment***"). The Prepayment shall be calculated by subtracting the total amount of payments made by You to date from the "Total of Payments" due to Solar Provided as set forth on the Federal Consumer Leasing Act Disclosure. The Prepayment amount shall be discounted at the lesser of (x) the Prime Rate (as published by Bloomberg.com) or (y) five percent (5.00%). Upon Prepayment, this Agreement will continue in effect until the end of the term. If You decide to make a Prepayment, the Solar System shall remain at Your Property and Solar Provider will maintain it for the remainder of the Initial Term. If You have made a Prepayment and you wish to sell, assign or transfer Your Property, you may assign this Agreement to the new owner if such new owner agrees to the terms and conditions of this Agreement and satisfies the conditions set forth in Part 13.01(b). If the new owner does not agree to be bound by this Agreement, this Agreement shall terminate and Solar Provider shall remove the Solar System from Your Property. **Under no circumstances shall Solar Provider refund your Term Prepayment.**

6.05 Net Metering Services

On the date of Utility Approval, You must be taking service from the standard net metering service ("***Net Metering***") available from Your Utility. You agree that You will continue Net Metering for as long as it is available and this Agreement is in effect, and will execute all necessary Net Metering documents promptly at the request of Solar Provider, its affiliates or the Utility. You also agree to continue to make lease payments as set forth on the Federal Consumer Leasing Act Disclosures even if Net Metering is no longer in effect, or You are no longer eligible.

6.06 Taxes

You agree to pay any applicable sales or use taxes on the payments due under this Agreement. You also agree to pay as invoiced any applicable personal property taxes on the Solar System that may be imposed by any applicable jurisdiction. You also agree to keep the Solar System free and clear of all levies, liens and encumbrances. You, or Solar Provider at Your expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Solar System, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Solar System or the purchase, use, operation or leasing of the Solar System or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Solar Provider or You, except for, however, income, franchise or capital gain taxes imposed on Solar Provider. The total dollar amount for all taxes which Solar Provider estimates You will be required to pay in connection with the Agreement is set forth on the Federal Consumer Leasing Act Disclosure. Your monthly payment as set forth on the Federal Consumer Leasing Act Disclosure includes the taxes which Solar Provider estimates You will be required to pay in connection with each monthly payment. In the event that any new or additional taxes are imposed after the Effective Date, You agree to promptly reimburse Solar Provider for any taxes paid by Solar Provider for Your lease or purchase of the Solar System from Solar Provider including all applicable sales taxes under the terms of this Agreement.

7. Billing and Payment

7.01 Billing Cycles

Solar Provider will prepare a written or electronic invoice specifying the monthly payment due, including any applicable taxes, from You to Solar Provider, once per month during the period that the Agreement is in effect (each month being a "***Billing Cycle***"). Provided the Initial Term of this Agreement as reflected on page 1, is for 25 years, there will be 300 Billing Cycles, with an estimated total paid by the end of the Term as reflected in the Federal Consumer Leasing Act Disclosures.

7.02 Standard Billing

Each Billing Cycle, Solar Provider will charge Your account for the lease payment set forth on the Federal Consumer Leasing Act Disclosure.

7.03 Invoicing and Late Fees

Solar Provider will mail or e-mail You an invoice no later than fifteen (15) calendar days after the end of each Billing Cycle. You agree to pay the amount specified in each invoice by the due date specified in such invoice, which shall be no earlier than twenty (20) calendar days after the date of the invoice. If Solar Provider does not receive Your payment by the due date on the invoice, Solar Provider may charge You the lesser of an administrative late fee of (i) one-and-a-half (1.5%) percent per month on the portion of Your balance that is more than thirty (30) calendar days past due, or (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

7.04 Methods of Payment

You may agree to authorize Solar Provider to deduct the invoice amount directly from Your bank account each month through an electronic transfer via the Automated Clearing House (ACH) payment method (using the attached form) or You may pay Solar Provider with a check drawn on a United States bank account. A service charge of $4.95/month will be included in Your monthly payment to the Solar Provider if You do not elect to use ACH.

8. PERFORMANCE GUARANTEE

8.01 In General

Subject to the conditions and limitations of this Part, Solar Provider guarantees that the Solar System will generate at least the annual Guaranteed Output set forth on the page 1 of this Agreement (the "***Performance Guarantee***") during the Initial Term of this Agreement.

8.02 Guarantee Credit

On the third anniversary of Utility Approval, and on every anniversary that follows, if the annual average Actual Output during the prior three years (the "Guarantee Period") is less than the annual average Guaranteed Output set forth on Page 1 of this Agreement for the Guarantee Period, Solar Provider will issue You a credit on Your next

bill (or if You have made a Prepayment, mail You a check or credit Your bank account electronically). This credit will be calculated by multiplying the difference between one and the ratio between the annual average Guaranteed Output for the Guarantee Period, by the total payments made by You during the Guarantee Period. For example, if the annual average Actual Output during the Guarantee Period was 75 kilowatt-hours and the annual average Guaranteed Output for the Guarantee Period was 100 kilowatt-hours and You paid three thousand dollars during the Guarantee Period, Your refund would be seven hundred and fifty dollars. If this Performance Guarantee is invalidated in any year under Part 8.03, any difference between the Actual Output and Guaranteed Output for such year will not be considered in determining a credit calculated under this Part. For the purposes of these calculations, Actual Output shall include any kWh of electricity that would have likely been produced during any calendar day during which (a) a grid failure disabled the Solar System or (b) You caused or requested the Solar System to be shut down or generate significantly less electricity. Guaranteed Output will be reduced if Solar Provider notifies You that a tree, other vegetation or physical structure is reducing electricity production and You do not remedy such reduced energy production within thirty (30) days of such notification.

8.03 Guarantee Limitations

This Performance Guarantee may be canceled or suspended according to the terms of this Agreement. This Performance Guarantee shall be invalidated in any year in which there is an interruption caused by You, You have failed to provide access to Your Property as required in Part 11, You have failed to provide internet access for a period of greater than ten (10) days, or any payment due to Solar Provider under this Agreement has been past due for a period of greater than thirty (30) days. This Performance Guarantee will no longer be in effect if You sell, assign or transfer Your Property without assigning this Agreement under the terms of Part 14.01, You exercise the option to purchase the Solar System, or after the Initial Term. **Other than as set forth in this Part, Solar Provider makes no representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance.** This Performance Guarantee does not cover any loss of generation resulting from accident, misuse, abuse, negligence or damage caused by severe weather, natural disasters, dust storms, wildfires, volcanic eruptions, nuclear detonation, and cosmic disturbance, animals, improper or lack of maintenance by You or a third party (other than Solar Provider or its agents), deterioration, vandalism, theft, unauthorized tampering or improper operation of the Solar System or components by any party (other than Solar Provider or its agents).

9. SOLAR SYSTEM MAINTENANCE AND REPAIR

9.01 In General

During the Term of this Agreement, subject to the terms and conditions hereof and assuming normal wear and use of the Solar System, (a) Solar Provider shall provide for the routine maintenance and routine repair, including replacement of defective equipment, such as photovoltaic modules and electric inverters as necessary to maintain its Performance Guarantee, and (b) for a period of ten (10) years from Utility Approval the Solar System shall be free from defects in components, materials, and workmanship that impact Solar System performance. You shall be responsible for any actions that lead to excessive wear and tear on the Solar System.

9.02 Replacement Parts

If parts fail during the Term of this Agreement, Solar Provider will use commercially reasonable efforts to replace them with like equipment; *however*, You acknowledge that this may not be possible due to parts availability and other factors. In such case, Solar Provider will replace parts with similar parts, as determined in Solar Provider's discretion.

9.03 Temporary Disconnect

If You wish to temporarily disconnect or remove the Solar System to allow for maintenance of and/or repair to Your Property, You agree, at Your expense, to either: (i) hire Solar Provider to perform the disconnection or removal; or (ii) obtain Solar Provider's approval of Your contractor, who must carry a commercial general liability policy acceptable to Solar Provider. This liability policy must name Solar Provider and its successors or assigns as additional insureds. Solar Provider will only be responsible for any damage to the roof of Your Property that may result from performance of Solar Provider's Duties. You will be liable to Solar Provider for any damage to the Solar System caused by Your failure to comply with the provisions of this Part.

9.04 Services Not Included

Please refer to Part 15.

10. YOUR OBLIGATIONS

10.01 Solar Access

You agree that the location of the Solar System on Your Property has access to the sun, and any shading as of the date You sign this Agreement is to be factored into the Estimated Annual Generation and the Performance Guarantee. Furthermore, if there is any obstruction to the sun that results in shading of the Solar System introduced after the date You sign this Agreement, the Performance Guarantee will be suspended for every year that such obstruction is in place and not remedied in accordance with Part 8.02, and You will be obligated to pay for a shade study to be conducted by Solar Provider or its agent if required by Solar Provider. The costs of such shade study will be billed to You. It is solely Your responsibility to maintain unobstructed access to the sun for the Solar System (including, but not limited to, keeping trees and other vegetation trimmed, and taking all reasonable and necessary actions to secure and enforce any solar access rights for the Solar System that may exist in Your jurisdiction), and any costs associated with such access are Your responsibility. Any subsequent shading of the Solar System due to Your action or inaction shall not relieve You of Your obligations under this Agreement. If You elect to reduce shading of the Solar System to provide for increased generation of energy, the shade reduction must be completed before installation of the Solar System and You agree to maintain this shade reduction for the duration of the Term.

10.02 Access to Your Property

You grant Installer, Solar Provider and its agents reasonable access to Your Property for the purpose of designing, installing, testing, operating and maintaining the Solar System and performing Solar Provider's Duties. Accordingly, You agree to, if requested, grant a license or easement over Your Property to Solar Provider for these purposes. Solar Provider agrees to give You reasonable notice when such persons need to access Your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours. Your failure to provide such access shall suspend the Performance Guarantee for the balance of the remaining calendar year, but You will not be relieved of your obligations under this Agreement.

10.03 Agreement to Purchase Electricity

You acknowledge that this Agreement is to lease the Solar System, and is **not an agreement to purchase solar electricity or solar electricity *equipment* from Solar Provider**, except with regard to Your Purchase options in Part 12.

10.04 Safe and Secure Work Environment
You agree to make Your reasonable best efforts to provide a safe and secure work environment for the installation, operation and maintenance of the Solar System at Your Property during the Term of this Agreement.

10.05 Permits
You agree to cooperate with Installer and assist in obtaining any permits needed, including any documentation related to Net Metering.

10.06 Permitted Uses of the Solar System
You agree to use the electricity generated from the Solar System for purposes permitted by all applicable laws and regulations, including, but not limited to providing power to your home and your vehicles. You acknowledge that, in accordance with applicable federal tax rules, electricity generated by the Solar System is not for the purposes of heating a swimming pool, that there shall not be any direct connection of the Solar System to the heating system of a swimming pool, and the Solar System has been sized to not include the generation of electricity for the purpose of heating a swimming pool.

10.07 Utility Connection
You agree to allow Installer to connect the Solar System to Your local electric utility grid, and shall provide all necessary authorizations and assistance for such interconnection.

10.08 Indemnification
You agree to defend, indemnify and hold harmless Solar Provider and its affiliates, officers, directors, members, employees and agents (the "Indemnified Persons") from and against any liabilities, losses, damages, penalties, claims, judgments or expenses (including reasonable legal fees and expenses) arising out of or in connection with Your negligence or gross misconduct, or the negligence or gross misconduct of any other person unaffiliated with Solar Provider or Installer who may live at or come onto Your Property.

You agree to defend, indemnify and hold the Indemnified Persons harmless from and against any and all liabilities, losses, damages, penalties, claims, judgments or expenses (including reasonable legal fees and expenses) that they may incur or suffer by reason of the existence, uncovering or unveiling, or any release of any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment on Your Property that was not brought onto Your Property by the Indemnified Persons.

11. INSURANCE

11.01 Solar Provider's Insurance
Solar Provider agrees to insure the Solar System up to the fair market value of the Solar System against damage and theft, and You may request evidence of Solar Provider's insurance for the Solar System by contacting Solar Provider in accordance with Part 20.07.

11.02 Your Insurance
You agree to maintain customary homeowner's insurance covering damage to Your Property during the term of this Agreement, including damage caused by the installation, connection, operation and maintenance of the Solar System, as long as the damage was not caused by Solar Provider's gross negligence. You are responsible for contacting Your insurance company and asking if Your policy includes such damage. If You need to purchase additional insurance to comply with this paragraph, then You are responsible for obtaining, maintaining and paying for the additional coverage. You will be solely responsible for the consequences of not doing so. Solar Provider shall not be responsible for damage caused to the Solar System by You or persons you invite on to Your Property (other than Solar Provider and its agents).

11.03 Contractor's Insurance
Installer and Solar Provider's contractors and agents performing the Solar System installation, operations and maintenance are required to carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Solar Provider evidence of insurance coverage.

12. YOUR OPTIONS TO PURCHASE THE SOLAR SYSTEM

12.01 In General
In the event that You have not elected to make a Prepayment, after the sixth (6th) anniversary of Utility Approval, You can purchase the Solar System at the greater of (i) fair market value, as determined at the time according to the calculation method below ("***Fair Market Value***") or (ii) the purchase price amount set forth in the Annual Purchase Price column on Page 2 of this Agreement. To exercise this option, You must deliver to Solar Provider a written notice of Your intent to purchase no more than sixty (60) calendar days after the sixth (6th) anniversary of Utility Approval (or any subsequent anniversary of this Agreement). Following receipt of such notice, Solar Provider will determine Fair Market Value by hiring an independent appraiser to estimate the value in Your state of an in-service residential solar facility of similar kW nameplate rating (power output rating). Any appraisal shall not take into account the possibility or existence of any Prepayment or Initial Payment under this Agreement. Solar Provider will provide you with the results of the appraisal, and an invoice for the purchase price. To purchase the Solar System pursuant to this paragraph, You must deliver payment to Solar Provider within thirty (30) calendar days of receiving such invoice from Solar Provider for the purchase price. You agree to pay all applicable sales tax on the purchase price. To the extent that any incentives have been previously sold on a forward basis by the Solar Provider, the purchase price that You will pay will be adjusted to reflect the fact that the incentives will not be available to You following Your purchase of the Solar System.

12.02 Purchase Option at End of Term
To purchase the Solar System at the end of the Term of this Agreement, You must deliver a written notice of Your intent to purchase to Solar Provider no less than sixty (60) calendar days before the end of the Term. Solar Provider will deliver to You an invoice for the purchase price, determined using the approach set forth in Part 12.01, following Your notice, and in order to purchase the Solar System, You must pay this invoice within thirty (30) calendar days of receipt.

12.03 Purchase Option at Sale, Transfer or Assignment of Your Property
Prior to the sale, assignment or transfer of Your Property at any time after the Effective Date of this Agreement, You may purchase the Solar System by delivering a written notice of Your intent to purchase to Solar Provider no less than forty-five (45) calendar days before the sale, transfer or assignment of Your Property. Solar Provider will deliver to You an invoice for the purchase price determined using the approach set forth in Part 12.01, following Your notice, and in order to purchase the Solar System You must pay this invoice within thirty (30) calendar days of receipt. Ownership of the Solar System will transfer to the new

owner at the closing of the sale, transfer or assignment of Your Property in accordance with applicable state law.

12.04 Purchase Option & Performance Guarantee

If You purchase the Solar System from Solar Provider at a time when the annual average Actual Output for the three (3) year period immediately preceding the purchase is less than the annual average Guaranteed Output for such period, Solar Provider will apply a credit towards Your bill. This credit will be calculated by multiplying the difference between one and the ratio between the annual average Actual Output during the three year period and the annual average Guaranteed Output for the three year period, by the total payments made by You during such three year period. For example, if the annual average Actual Output during the three year period was 75 kilowatt-hours and the annual average Guaranteed Output for such three year period was 100 kilowatt-hours and You paid three thousand dollars during such three year period, Your refund would be seven hundred and fifty dollars.

12.05 Post-Purchase Maintenance

If You purchase the Solar System, You will be responsible for all continued monitoring and maintenance of the Solar System. If commercially reasonable and permitted by law, Solar Provider will assign to You any product and/or workmanship warranties still in effect for the Solar System.

13. YOUR OPTIONS ON THE SALE, TRANSFER OR ASSIGNMENT OF YOUR PROPERTY

13.01 Your Transfer Options

If You sell, transfer or assign Your Property, You **must** do one of the following:

(a) Assign this Agreement to the new owner, provided that the new owner first submits a Credit Application to Solar Provider and agrees in writing to be bound by all of the terms and conditions of this Agreement, Solar Provider approves the new owner's credit, which approval shall be subject to Solar Provider's sole discretion, and You pay a three hundred dollar ($300) transfer fee;

(b) Make a Prepayment by the terms and conditions of Part 6.04 (provided, however, that a Prepayment under this Part 13.01 shall be permitted notwithstanding Your having made an Initial Payment) and assign this Agreement to the new owner, provided that the new owner first agrees in writing to be bound by all of the terms and conditions of this Agreement; or

(c) Purchase the Solar System pursuant to the terms and conditions of Part 12.03 (provided, however, that the purchase option under this Part 13.01 shall be permitted notwithstanding Your having made a Prepayment).

You must notify Solar Provider in writing at least forty-five (45) calendar days prior to taking any of the above actions and contact Solar Provider at the customer service address provided in Part 20.07 to obtain assignment paperwork. If You sell, transfer or assign Your Property without complying with the terms of this Part, Solar Provider will send You an invoice for the purchase of the Solar System under the terms and conditions of Part 12.03.

14. TERM AND TERMINATION

14.01 Effective Date

You agree that this Agreement does not become effective until both You and Solar Provider have signed the Agreement. This date is set forth on the Federal Consumer Leasing Act Disclosure for this Agreement (the "***Effective Date***").

14.02 Initial Lease Term

This Agreement will continue in effect for a period beginning on the Effective Date and ending on the date that is twenty-five (25) years after Utility Approval, unless it is terminated earlier under Part 14.04. This period is called the "***Initial Term***."

14.03 Renewal Terms

You will have the option to renew this Agreement after the Initial Term expires for up to five (5) renewal periods of one (1) year each (each a "Renewal Term"). There shall be no more than five (5) Renewal Terms. You will be sent renewal forms three (3) months prior to the expiration of the then-current Term, which forms shall set forth the new Monthly Payments due under the proposed Renewal Term, based on Solar Provider's assessment of the thencurrent fair rental value of the Solar System (based on an independent appraisal). If You want to renew and You are in compliance with this Agreement, complete the renewal forms and return them to Solar Provider at least one (1) month prior to the expiration of the then-current Term. In the event that You (a) do not respond or (b) respond that You do not agree to the new Monthly Payments, the Agreement shall expire by its terms at the end of the then-current Term. The Performance Guarantee will not apply after the Initial Term. The Initial Term and all Renewal Terms are referred to together as the "Term".

14.04 Termination

This Agreement shall terminate upon the occurrence of any one of the following:

(a) Expiration of the Term pursuant to Parts 14.02 or 14.03;

(b) Your exercise of Your purchase options under Part 12;

(c) Under the circumstances regarding a Force Majeure set forth in Part 17.04;

(d) At the election of Solar Provider pursuant to Part 19.01(e);

(e) Upon delivery to the breaching party of a termination notice from the non-breaching party if either Party is (i) in breach of this Agreement, (ii) the non-breaching party provides notice of such breach, and (iii) such breach continues, after such notice, for a period of greater than ninety (90) calendar days;

(f) If Solar System is not installed according to the terms of the Solar Lease Approval within one hundred and twenty (120) calendar days of the Solar Lease Approval; or

(g) If You and Solar Provider agree to a new Standard Residential Solar System Lease Agreement for the Solar System.

14.05 Solar System Removal/Your Liability for Solar System Value

At the end of the Term, unless You have exercised Your option to purchase the Solar System under Part 12, Solar Provider will have the right to remove the Solar System and related equipment (with the exception of solar racking footings), and return Your Property to a condition similar to its original condition, excluding normal wear and tear, at no cost to You. You will not be liable to Solar Provider for any diminished value of the Solar System at the end of the Term that arises from normal wear and tear. In the event that Solar Provider has not exercised its right to remove the Solar System from Your Property at the end of the Term, You may request in writing that Solar Provider remove the Solar System and related equipment (with the exception of solar racking footings), and return Your Property to a condition similar to its original condition at no cost to You.

15. **SERVICES NOT INCLUDED IN YOUR SOLAR LEASE**

This Agreement does not include an obligation by Solar Provider or Installer to:

(a) remove or dispose of any hazardous substances that currently exist on Your Property;

(b) improve the construction of the roof of Your Property to support the Solar System;

(c) remove or replace existing rot, rust or insect-infested structures;

(d) provide structural framing for any part of Your Property;

(e) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;

(f) pay for, remove or remediate mold, fungus, mildew or organic pathogens;

(g) upgrade Your existing electrical service;

(h) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the Solar System installation;

(i) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Solar System;

(j) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required);

(k) paint electrical boxes or conduit at Your Property; or

(l) move items unassociated with the Solar System around Your Property.

If an obligation listed as an exclusion must be performed in order to properly complete the installation of the Solar System, You agree to contract separately with a licensed contractor, at Your expense, to perform such obligation.

16. **LIMITATIONS OF OUR LIABILITY**

16.01 In General

THE TOTAL LIABILITY FOR DAMAGES TO CONSUMER UNDER THIS AGREEMENT (OTHER THAN DAMAGES TO CONSUMER ARISING FROM THE FRAUD, WILLFUL INJURY OR VIOLATIONS OF LAW OF SOLAR PROVIDER OR ITS AGENTS) SHALL IN NO EVENT EXCEED THE TOTAL OF ALL PAYMENTS MADE BY CONSUMER UNDER THIS AGREEMENT. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY, EVEN IF YOU HAVE GREATER RIGHTS UNDER STATE LAW, WHICH YOU SHOULD CONSULT. NO PARTY IS RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES UNDER OR RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

16.02 Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND SUBJECT TO THE RELATED LIMITATIONS SET FORTH IN PART 8.03, SOLAR PROVIDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. TO THE EXTENT THE LAW ALLOWS, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PROVIDER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES.

17. **FORCE MAJEURE**

17.01 In General

Neither You nor Solar Provider will be in default of this Agreement for any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the electricity output of the Solar System) if the delay or failure is due to an event or circumstance that wholly or partly prevents or delays performance of any obligations under this Agreement to the extent that such event or circumstance is beyond the reasonable control of, and not the result of the negligence of, the party seeking to have its performance excused thereby (***"Force Majeure"***). Force Majeure includes acts of God, such as storms, fires, floods, lightning, earthquakes, sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either You or Solar Provider, a power grid failure or any delay, default or failure in obtaining materials (except, in each case, if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

17.02 Fault & Negligence

Force Majeure cannot be attributable to fault or negligence on the part of the Party claiming Force Majeure and must be caused by things beyond that Party's reasonable control. Additionally, the Party claiming Force Majeure must have taken all reasonable technical and commercial precautions to prevent the event.

17.03 Notice

In order to claim Force Majeure as a reason for non-performance, a Party must give notice to the other Party of the Force Majeure within fourteen (14) calendar days of the occurrence of the Force Majeure and estimate how long it will last and what the potential impact is on the Agreement. The Party claiming Force Majeure must (i) make reasonable attempts to continue to perform under the Agreement, (ii) quickly take action to correct the problem caused by the Force Majeure and (iii) make reasonable efforts to limit damage to the other Party. Finally, the Party claiming Force Majeure must notify the other Party when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

17.04 Force Majeure Termination

If a Party is prevented from performing under this Agreement for a period of either (i) three hundred sixty-five (365) consecutive calendar days or more, or (ii) seven hundred thirty (730) non-consecutive calendar days or more (whether full or partial calendar days), the other Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) calendar days written notice at any time during the Force Majeure.

18. **DISPUTE RESOLUTION**

18.01 In General

You agree that the procedure outlined in this Part will govern the resolution of any dispute relating to this Agreement (***"Dispute"***). You agree to service of process by registered or certified mail, return receipt requested, at Your mailing address.

18.02 Continuing Obligations

Unless otherwise agreed in writing, each Party agrees to continue to perform its respective obligations under this Agreement during the course of the resolution of the Dispute.

18.03 Governing Law; Dispute Resolution

This Agreement shall be interpreted in accordance with and governed by the laws of the state in which the Solar System is installed on Your

Property (without giving effect to principles of conflict of laws) (the "**State**").

Unless specifically prohibited by State law or You elect alternative dispute resolution procedures available under State law (if any), all claims, disagreements and disputes between You and us will be resolved through arbitration in accordance with the below procedures. If either party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented. The judgments and awards of the arbitrator may be entered into any court having jurisdiction. All applicable statutes of limitations to the claim, disagreement or dispute shall also apply to any arbitration.

Unless other State law procedures are available and elected by You, the parties agree that JAMS ("JAMS") will administer each arbitration (including the selection of the arbitrator) under its Commercial Arbitration Rule and the Due Process Protocol for Mediation and Arbitration of Consumer Disputes most recently in effect. Arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party can initiate an arbitration proceeding by filing the necessary forms with JAMS. To learn more about arbitration, You can call any JAMS office or review the materials at www.jamsadr.com. If a JAMS office does not exist in the county where You are located, and there is an office for the American Arbitration Association ("AAA") within that same area, the parties agree that AAA will administer each arbitration (including the selection of the arbitrator) under its Supplementary Procedures for Consumer-Related Disputes most recently in effect. If neither JAMS nor AAA have an office in the county where You are located, another arbitrator will be agreed upon or if no other arbitrator can be agreed upon, then we will use the JAMS office closest to Your Property.

The parties will each bear our own costs and expenses, including attorneys' fees, with respect to any arbitration. However, if under the circumstances relating to the dispute it is determined by the arbitrator that it would be unconscionable or otherwise inappropriate for You to pay the arbitrator's filing and all other fees associated with the arbitration, we will pay those fees for You.

Only disputes involving You and us may be addressed in the arbitration. You agree that You cannot pursue any dispute as a "class action" unless the amount in dispute between us is less than three thousand dollars ($3,000), not including any claim You might bring for attorneys fees or punitive or exemplary damages. This means that the arbitration may not address disputes involving other persons which may be similar to the disputes between You and us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than Your own. The prevailing party in any arbitration or court action will be entitled to recover as part of the award its costs and reasonable attorneys' fees and expenses.
Because we have agreed to arbitrate all disputes, UNLESS PROHIBITED BY STATE LAW, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE UNLESS THE AMOUNT IN DISPUTE IS LESS THAN THREE THOUSAND DOLLARS ($3,000) NOT INCLUDING ANY CLAIM YOU MIGHT BRING FOR ATTORNEYS' FEES OR PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

19. SOLAR PROVIDER'S REMEDIES

19.01 In General

If Solar Provider provides You with notice that You have failed to perform your obligations under this Agreement, and You fail to cure this failure within ninety (90) calendar days after delivery of such notice, Solar Provider is permitted to do any or all of the following:
(a) place a lien on Your Property;
(b) sell the electricity generated by the Solar System to a third party;
(c) engage a third-party collections agency that may report Your delinquency to credit reporting agencies;
(d) remove the Solar System from Your Property;
(e) terminate this Agreement in accordance with Part 14.04;
(f) shut off the electricity generated by the Solar System; and/or
(g) require You to prepay all of the expected amounts that You will owe Solar Provider during the remaining term of the Agreement at the price set forth in Part 6.04.

20. MISCELLANEOUS

20.01 Assignment

You may not assign this Agreement without the prior written consent of Solar Provider. Solar Provider may assign this Agreement along with all its rights and obligations to any third party (and thereafter be released from all liability hereunder) without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity. Solar Provider may change the authorized agents and retain authorized agents of its choosing to perform Solar Provider's obligations under this Agreement. Any assignment of Solar Provider's role under this Agreement shall not result in any change to Your rights and obligations under this Agreement.

20.02 Signing of Additional Documents

You agree to execute in a timely fashion any other documents deemed necessary by Solar Provider to effectuate the purposes of this Agreement.

20.03 Heirs, Successors and Assigns

Each of the terms, provisions and agreements contained in this Agreement are binding upon, and inure to the benefit of the Parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns

20.04 No Other Representations Other Than Those Contained in this Document are Valid or Binding Against the Solar Provider

It is understood that no representative of Installer or Solar Provider has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and that such representative is acting solely as a special agent and all representations not herein set out are deemed not valid or binding against the Solar Provider.

20.05 Amendments

Any amendment to this Agreement must be made in writing and signed by You and Solar Provider.

20.06 Marketing Materials

You agree that Solar Provider has the right to use graphical representations or photography of the Solar System and productivity data in its marketing and promotional materials.

20.07 Customer Service

Solar Provider has engaged affiliates of Clean Power Finance as Manager and agent to administer this Agreement. You may contact Solar Provider's agent for customer service at:

www.cleanpowerfinance.com or service@cleanpowerfinance.com

201 Mission Street, Floor 11 San Francisco, CA 94105

Attn: MYSOLAR I LLC

Phone: 1-866-525-2123

20.08 Net Lease

YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

20.09 Entire Agreement

You agree that this Agreement sets forth the entire agreement between You and Solar Provider. If a court declares any provision of this Agreement to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable and must be fully performed (including, without limitation, the obligation to make payments).

California Civil Code Section 1689.5 Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

I acknowledge that I have read this Agreement in its entirety.

CONSUMER

Doris I. White 9-15-12

Signature **Date**

DORIS I. White 9-15-12

Name **Date**

Signature **Date**

Name

SOLAR PROVIDER: MYSOLAR I LLC

By its Manager: CPFAM MySolar Management, LLC

Signature

KRISTIAN Hamelin

Name

20SEP12

Effective Date