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DocuSigned by: Larry Forbin 2/14/2023

DocuSigned by: Lidia Forbin 2/14/2023

# SunRun Total Solar

**Solar Power Service Agreement Summary**
**Mike Desrochers**
**7776 Unicorn Way, Highland, CA, 92346**

## Estimated Solar Energy Output to be Delivered

Year 1: 5,744 kilowatt-hours (kWhs)
Initial Term: 109,160 kWhs

## Estimated Annual Energy Sources

| | Before Solar | With Solar* |
|---|---|---|
| From Utility | 14,510 kWhs | 8,766 kWhs |
| From SunRun | 0 kWhs | 5,744 kWhs |

**Actual results will vary. This estimate assumes: 1) your use of electricity remains constant, and 2).the Solar Facility produces as projected.*

## Customer Payment Terms

Non-refundable Deposit (due today): $0
Initial Payment (due at installation): $0
*Monthly bill*
Year 1: $110 (plus taxes, if applicable)
Annual increase: 2.9%
Cost per kWh, Year 1: $0.230, excluding Upfront Payment (if any)
Average cost per kWh, Initial Term: $0.304, including Upfront Payment and annual increase (if any)

Your initials indicate that you have read, understand and accept the explanation of estimated energy output, energy sources and payment terms. You understand that SunRun has the right to check your credit and you agree that SunRun will make final determination of customer eligibility.

Acceptable (Initials) LF LM

SUNRUN'S SERVICE OBLIGATIONS TO YOU:
- SunRun will insure, maintain, and repair the Solar Facility at no additional cost to you, including inverter replacement.
- SunRun will provide professional-grade monitoring with web access at no additional cost to you.
- SunRun will provide a money-back, electricity production guarantee, as specified in this agreement.

YOUR OPTIONS DURING THIS AGREEMENT:
- Should you move, you may assign this agreement to the new homeowner (subject to credit approval).
- At certain times, as specified in the agreement, you may purchase the Solar Facility for a price specified in the agreement.
- At any time, you may pre-pay for the balance of the electricity we expect to deliver. You'll receive a discount on that payment.

YOUR OPTIONS AT THE END OF THIS AGREEMENT'S INITIAL TERM:
- At your request, SunRun will remove the Solar Facility at no cost to you.
- You may purchase the Solar Facility at its then fair market value.
- Otherwise, the agreement will renew. Your new solar electricity rate will be the greater of (i) $0.14/kWh and (ii) 10% less than the then lowest rate for electricity as charged by your utility provider.

THE SOLAR FACILITY IS OWNED BY SUNRUN INC. AND/OR ITS AFFILIATES.

SUNRUN INC. | 45 Fremont Street, 32nd Floor, San Francisco, CA 94105 | 415-982-9000

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(b) If you wish to change the design or installation process, SunRun will use commercially reasonable efforts to accommodate your request provided that, if such change increases the cost of the Solar Facility or its installation, or decreases its expected output, you agree to a commensurate increase in the Upfront Payment set forth in Exhibit A, and if applicable, change in the Guaranteed Output set forth in Section 7.

(c) If, to properly effect the installation of the Solar Facility, an obligation excluded from this Agreement in Section 19 must be performed, you agree to contract separately with a contractor approved by SunRun, at your expense, to perform such obligation. SunRun will not unreasonably withhold approval.

(d) You agree that the Upfront Payment set forth in Exhibit A may increase or decrease based on change orders arising from conditions that affect the installation of the Solar Facility and were not observable prior to the execution of this Agreement. SunRun or its affiliate shall notify you of a change order created by such a concealed condition.

(e) You agree that the Upfront Payment set forth in Exhibit A may increase or decrease based on the final rebate amount associated with installing the Solar Facility ("*Final Rebate*"). The Final Rebate may change as a result of Solar Facility orientation, pitch, shading, changes in regulation, rebate availability, estimate method and/or other factors affecting rebate eligibility.

(f) If the Final Rebate decreases by more than seven (7%) percent, either party may cancel this Agreement. If the Final Rebate amount decreases less than or exactly seven (7%) percent, SunRun shall notify you of the increased Upfront Payment in writing.

(g) If prior to or during installation, as a result of either further analysis or changes to the design of the Solar Facility, the annual energy production estimate, expressed in kWh, provided by the Solar Initiative Expected Performance Based Buydown Calculator ("*EPBB calculator*") ("*Final Year One Production Estimate*"), becomes less than ninety-three percent (93%) of the Initial Year One Production Estimate, SunRun may choose either to cancel this Agreement or increase the Upfront Payment set forth in Exhibit A. If SunRun chooses to increase the Upfront Payment in Exhibit A, then SunRun will notify you in writing or by electronic mail and you will have five (5) business days to accept the increase or cancel this Agreement pursuant to Section 6(e). If you do not respond to SunRun within five (5) business days, SunRun may cancel this Agreement or deem you to have accepted the change.

(h) SunRun generally monitors Solar Facility performance via cellular service. If cellular service is not available at your Property, SunRun may choose either to cancel this Agreement or increase the Upfront Payment set forth in Exhibit A. If SunRun chooses to increase the Upfront Payment in Exhibit A, then SunRun will notify you in writing or by electronic mail and you will have five (5) business days to accept the increase or cancel this Agreement pursuant to Section 6(e). If you do not respond to SunRun within five (5) business days, SunRun may cancel this Agreement or deem you to have accepted the change.

(i) You may choose to accept changes under this Section 3 in writing or by electronic mail. If a change pursuant to this Section 3 increases the Upfront Payment after you have already paid it to SunRun, you agree immediately to pay SunRun the increase in the Upfront Payment. SunRun may suspend installation until this payment is received.

(j) If you elect to reduce shading of the Solar Facility to provide for increased generation of energy hereunder, the shade reduction must be completed before the Solar Facility's installation, and you agree to maintain this shade reduction for the duration of the Initial Term.

(k) If for a period of one hundred eighty (180) days SunRun fails to perform its obligations required to install and activate the Solar Facility and you have fulfilled all of your obligations under this Agreement, you may cancel this Agreement, in which case SunRun will refund to you the Upfront Payment set forth in Exhibit A provided that your Property was accessible and in a state fully ready to permit the installation of the Solar Facility. Likewise, if you cause the installation of the Solar Facility to be delayed in excess of one hundred eighty (180) days, SunRun may cancel this Agreement.

(l) You agree to cooperate with SunRun and assist SunRun in obtaining any permits needed, including the NEM Service application in Section 4(a). You agree to complete and return all applicable rebate documentation upon request and following the In-Service Date. If you do not return the rebate documentation SunRun may invoice you for the Final Rebate amount.

(m) Whenever required by applicable law, regulation or code, SunRun requires its contractors to employ licensed personnel.

(n) SunRun, its contractors and agents shall at the end of each business day keep the Property reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, SunRun and its agents shall remove all of their tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Property.

(o) Subject to the exclusions set forth in Section 19, SunRun will return your Property to a condition similar to its original condition, provided that you notify SunRun in writing or by e-mail of any deficiencies in restoration within five (5) business days of the municipal building inspector approving the Solar Facility.

4. Purchase and Sale of Electricity

(a) As of the In-Service Date, you must be taking service from the Standard Net Metering Service ("*NEM Service*") from your local utility

("*Utility*"). You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to use the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, a net metering program chosen by SunRun. You agree to execute all documentation associated with NEM Service and any refund, credit, or rebate program promptly at the request of SunRun, its affiliates, and/or the Utility.

(b) SunRun agrees to sell to you, and you agree to purchase from SunRun, all electric energy produced by the Solar Facility. All electric energy produced by the Solar Facility will be made available to you for use at the Property.

(c) If at any time you need more electric energy than is being produced by the Solar Facility ("*Supplemental Energy*"), you will be solely responsible for purchasing that electric energy from another supplier, such as your Utility. During the term of this Agreement you should expect to purchase Supplemental Energy from your Utility from time to time. Under the NEM Services, the Utility will bill you annually. SunRun will not be in default of this Agreement and will not be responsible for any Supplemental Energy you purchase to complement the electric energy produced by the Solar Facility.

(d) You agree that for all electric energy you purchase from SunRun under this Agreement you will pay SunRun the prices set forth in Exhibit A.

(e) The price specified in subpart (d) above does not include taxes. If any taxes are assessed on the sale of electric energy or on your purchase, if any, of the Solar Facility by you from SunRun under this Agreement, and such taxes are paid by SunRun rather than you, you agree to pay or reimburse SunRun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

(f) You agree that title to and risk of loss for the electric energy purchased under this Agreement shall pass from SunRun to you at the point where the Solar Facility connects to the Property's connection to your Utility at the time when the electric energy reaches that point of interconnection.

(g) You agree that SunRun alone will receive any credit, rebate, environmental attribute, or other payment or offset that may be attributable to the Solar Facility and all incentives will be sole property of and transferable by SunRun. Notwithstanding the foregoing, if you purchase the solar facility from SunRun, you will own, and be entitled to proceeds from the sales of, solar renewable energy credit and renewable energy credit earned after the date you purchase the solar facility from SunRun.

5. Billing and Payment

(a) For each billing cycle (generally every thirty (30) days during the period that the Agreement is in effect), SunRun will prepare a written or electronic invoice detailing the kWh of electric energy produced by the Solar Facility during that billing cycle, and specifying the payment due from you to SunRun for that billing cycle.

(b) Based on the information provided in this section, choose your preferred billing method:

| [ ] I opt for balanced billing | OR | [ ] I opt for generation billing |
|---|---|---|
| **Balanced Billing**<br>*Monthly Invoice*<br>Each billing cycle, SunRun will charge your account for one twelfth the estimated number of kWh to be generated in that year multiplied by the kWh rate as set forth in Exhibit A.<br><br>*Annual Reconciliation*<br>Upon each anniversary of the In-Service Date, SunRun will compare the Actual Output to the Estimated Output. When Actual Output differs from Estimated Output, SunRun will charge or credit your account for the difference at the kWh rate for the previous year as set forth in Exhibit A. | | **Generation Billing**<br>*Monthly Invoice*<br>Each billing cycle, SunRun will charge your account for the actual kWh generated in the previous month multiplied by the kWh rate as set forth in Exhibit A. Note that in some months, your invoice may be two to three times higher than in other months.<br><br>*Annual Reconciliation*<br>No annual reconciliation necessary.<br>You may also once per year switch between actual energy generation billing and estimated generation billing. |

You may change this billing method by calling SunRun or changing your billing type in your account online at http://www.sunrunhome.com/.

Acceptable Initial(s): [redacted]

(c) SunRun will mail or e-mail you an invoice no later than ten (10) 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) days after the date of the invoice). If SunRun does not receive your payment by the due date on the invoice, SunRun 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) 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.

(d) You may pay SunRun with a check drawn on a United States bank account mailed to SunRun's main office or you may agree to authorize

SunRun to deduct the invoice amount directly from your bank account each month. If you prefer automatic payments, please indicate this selection in Exhibit B.

6. Term and Termination

(a) You agree that this Agreement will become effective when both you and SunRun have signed the Agreement.

(b) This Agreement will continue in effect for twenty (20) years following the date SunRun receives notice from the Utility that the Solar Facility is approved for operation ("*In-Service Date*"). This period shall be called the "*Initial Term.*"

(c) At the end of the Initial Term, this Agreement will be renewed automatically for an additional one-year term ("*Renewal Term*"), unless either you or SunRun gives the other party to this Agreement a termination notice at least thirty (30) days prior to the expiration of the Initial Term. At the end of any Renewal Term, this Agreement shall be renewed automatically for an additional Renewal Term, unless either you or SunRun gives the other party to this Agreement a termination notice at least thirty (30) days prior to the expiration of the Renewal Term then in effect.

(d) If, at the end of the term of this Agreement, you do not wish to renew it, SunRun will remove the Solar Facility at no cost to you. SunRun agrees to leave your Property in the same general condition that existed immediately prior to removal of the Solar Facility.

(e) If you cancel this Agreement pursuant to Section 3, you will not be refunded your Deposit set forth on Exhibit A, but will owe SunRun no further payment.

(f) SunRun will make a good faith effort to notify you between 30 and 60 days before the end of the Initial Term to (i) remind you of your end of term options and (ii) advise you of the rate for electric energy in the first Renewal Term.

Accepted by Initials:

7. Guaranteed Output and Refunds

(a) Subject to the conditions of this Section 7, SunRun guarantees that the Solar Facility will either generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Agreement (the "*Guaranteed Output*") or SunRun will refund to you a portion of your Upfront Payment as described in Sections 7(b) and/or 7(c) below. For the purposes of this Agreement, "*Actual Output*" shall mean the amount of electric energy created by the Solar Facility to date plus any kWh for which you have previously received a refund.

(b) If you purchase the Solar Facility from SunRun pursuant to Section 11, and at the time of purchase the Actual Output is less than the Guaranteed Output, SunRun will apply a credit towards the purchase price for the Solar Facility. This credit will be calculated by subtracting the Actual Output from the Guaranteed Output, and then multiplying the result by the refund per kWh on the anniversary date that precedes the date of purchase.

(c) On the third anniversary of the In-Service Date and on every anniversary thereafter, SunRun will issue you a credit on your next bill (or if you have prepaid, mail you a check or credit your bank account electronically) if the Actual Output is less than the Guaranteed Output set forth on Exhibit A for that anniversary date. This credit will be calculated by subtracting the Actual Output from the Guaranteed Output for that anniversary date, and multiplying the result by the refund per kWh for that anniversary date set forth in Exhibit A.

(d) For the purposes of the prior calculations, Actual Output shall include any kWh of electricity that would have likely been produced during any day that a grid failure disabled the Solar Facility or you caused or requested the system to be shutdown or generate significantly less electric energy. For the avoidance of doubt, Guaranteed Output will be reduced if SunRun notifies you that a tree or other growth is reducing electric energy production and you do not remedy or cause to be remedied such reduced energy production.

(e) The Estimated Output and the Guaranteed Output are subject to change based on the Final Year One Production Estimate. If The Final Year One Production Estimate is less than The Initial Year One Production Estimate, the Guaranteed Output will be reduced *pro rata* with the reduction in the production estimate (i.e., the Guaranteed Output will be multiplied by the Final Year One Production Estimate and divided by the Initial Year One Production Estimate). Guaranteed Outputs for each anniversary date shall be reduced by the same percentage of any reduction in the Guaranteed Output for the Initial Term. If such a reduction occurs, SunRun will mail or e-mail to you a revised Exhibit A reflecting the changes set forth above.

(f) If in a given NEM Service year, the Solar Facility produces more electric energy than both (i) 125% of the kWh set forth in Section 2(d) and (ii) your actual electricity usage (as shown on your Utility billing statement), SunRun will, upon your request, credit your account for the cost of power delivered in excess of the greater of (i) and (ii) above, if your Utility provides you no value for this overproduction.

8. Substitute Payments

(a) You agree that if, through no fault of SunRun, you cause or request the Solar Facility to be shut down, or if you cause an event that significantly reduces the production of electric energy by the Solar Facility, you will pay SunRun a fee during each month that the Solar Facility is shut down or experiencing reduced production ("*Substitute Payments*"). However, SunRun will not charge you Substitute Payments for the first seven (7) days during the Initial Term that the Solar Facility has been shut down or is experiencing reduced output.

(b) For each billing cycle during the first year that this Agreement is in effect, the Substitute Payment will equal (i) the current price per kWh established in Exhibit A, multiplied by (ii) the estimated daily generation implied in Section 2(d) as well as the number of days for which Substitute Payments are due, minus (iii) any payment due for any kWh that are produced by the Solar Facility during the current billing cycle. Substitute Payments shall be in addition to other payments otherwise due under this Agreement.

(c) For each billing cycle after the first year that this Agreement is in effect, the Substitute Payment will equal (i) the current price per kWh established in Exhibit A, multiplied by (ii) the kWh produced by the Solar Facility during the corresponding billing cycle in the previous year, minus (iii) any payment due for any kWh that are produced by the Solar Facility during the current billing cycle. Substitute Payments shall be in addition to other payments otherwise due under this Agreement.

(d) You will not be charged substitute payments for times when a grid failure results in the Solar Facility being deactivated.

9. Access, Maintenance and Repair

(a) You agree to grant SunRun access to the roof and the interior of your Property for the purpose of designing, installing, operating, maintaining and testing the Solar Facility and performing SunRun's Obligations. SunRun agrees to give you reasonable notice when SunRun needs to access your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.

(b) When possible you agree to allow SunRun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by SunRun to enter your Property to inspect your house and, if applicable, roof prior to the installation of the Solar Facility to ensure that your Property is structurally suitable to support the Solar Facility.

(c) If parts fail during the term of this Agreement, SunRun will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. SunRun agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section 7.

(d) If you plan to move or temporarily disconnect the Solar Facility to allow for maintenance of and/or repair to the Property, you agree, at your expense, either (i) to hire SunRun to perform this work or (ii) to obtain SunRun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million ($1,000,000) dollars per occurrence and name SunRun, and its successor or assigns, as additional insured. SunRun will only be responsible for any damage to the roof of the Property that may result from performance of SunRun's Obligations.

(e) You agree to make reasonable best efforts to provide a safe and secure work environment at your home during the course of the Solar Facility installation and maintenance.

10. Insurance

(a) SunRun agrees to carry insurance that covers all damage to and theft of SunRun's Solar Facility. You will not be responsible for insuring the Solar Facility. SunRun agrees to provide you evidence of SunRun's insurance policy for the Solar Facility upon request. If SunRun does not maintain insurance that covers damage to SunRun's Solar Facility, it will be responsible for the consequences of not maintaining such insurance.

(b) You agree to carry homeowner's insurance that covers all damage to your Property during the term of this Agreement, including damage resulting from the Solar Facility, provided such damage was not caused by the gross negligence of SunRun. You agree that you are responsible for contacting your insurance carrier and inquiring as to whether the installation of the Solar Facility will impact your existing coverage. If additional insurance is required to maintain your existing coverage, you will be responsible for either (i) procuring and maintaining such insurance or (ii) the consequences of not procuring and maintaining such insurance.

(c) SunRun requires its contractors performing the Solar Facility installation to maintain insurance coverage as follows: workers compensation, subject to statutory limits; Employers liability, with a minimum of one million ($1,000,000) dollars each occurrence; commercial general liability, in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars annual aggregate; commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million ($1,000,000) dollars per accident; excess liability insurance with a limit of one million ($1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and any other insurance required by applicable laws or regulations.

Your initials indicate that you have read, and understand and accept the limitations and obligations set forth in this Section 10.

Accepted By (Initials): [redacted]

11. Options to Purchase

(a) You have the option to purchase the Solar Facility at the following times during the Initial Term:

(i) Upon the fifth anniversary of the In-Service Date

(ii) At the end of the Initial Term of this Agreement
(iii) Should you sell your Property during the Initial Term
(iv) Should SunRun fail to perform SunRun's Obligations (in accordance with Section 17)

(b) To purchase the Solar Facility pursuant to Section 11(a), you must deliver a written notice to SunRun of your intent to purchase within sixty (60) days of the applicable date and deliver payment to SunRun within thirty (30) days of receiving an invoice from SunRun for the purchase price.

(c) The purchase price will be the greater of (i) fair market value, as determined at the time ("*FMV*") and (ii) the minimum price set forth in Exhibit A. Annually, SunRun will determine FMV by hiring an independent appraiser to estimate the value in your state of an in-service residential solar facility per nameplate kilowatt. You acknowledge that FMV shall include the value of any and all environmental attributes, such as solar renewable energy credits, that the Solar Facility will likely produce after the date of purchase.

(d) SunRun will credit the purchase price by any refund due to you pursuant to Section 7(b), provided however, that in no case shall such a credit result in a net purchase price that is less than the minimum purchase price set forth on Exhibit A.

(e) At other times, please contact SunRun at (415) 982-9000 to discuss the possibility of purchasing the Solar Facility.

(f) If you purchase the Solar Facility, SunRun will continue to monitor the Solar Facility for as long as the meter continues to function, or until the twentieth anniversary of this Agreement, whichever is sooner. However, SunRun will not provide any maintenance or repair unless you enter into a separate agreement with SunRun, at your expense, to perform these services. If possible, SunRun will assign to you any product and/or workmanship warranties still in effect for the Solar Facility.

12. Prepayments for Electric Energy

(a) At any time, you may prepay all of the expected amounts you will owe SunRun during the remaining portion of the Initial Term ("*Prepayment*") by contacting SunRun.

(b) The Prepayment shall equal the number of kWh to be prepaid multiplied by the price per kWh set forth in Exhibit A. The Prepayment amount shall be discounted at the lesser of (x) the prime rate (as published by the Wall Street Journal) plus 100 basis points or (y) 5.0%.

(c) If you make a Prepayment, SunRun will increase the annual refund amounts per kWh set forth in Section 7 by the following ratio:

Prepayment plus the Upfront Payment
The Upfront Payment

*For example, if the Upfront Payment is $100, a refund amount is $0.10 per kWh, and you prepay for $50 worth of energy, the new refund amount becomes $0.15 per kWh.*

(d) Even if you decide to make a Prepayment, the Solar Facility shall remain at your location and SunRun will maintain it for the remainder of the Initial Term.

13. Sale of Property and Assignment

(a) If you sell the Property, you may assign this Agreement to the new owner, provided that the new owner meets SunRun's reasonable credit requirements and first agrees in writing to be bound by all of the terms and conditions set forth herein. Please contact SunRun or visit http://www.sunrunhome.com to obtain an assignment agreement.

(b) During the Initial Term, within sixty (60) days of entering into a contract to sell the Property, you will have the option to purchase the Solar Facility in accordance with Section 11.

(c) If you sell or otherwise transfer your interest in the Property without either purchasing the Solar Facility or assigning this Agreement to the new owner, or if the new owner refuses to take assignment, then you will be deemed to have terminated this Agreement.

(d) SunRun may assign this Agreement along with all rights and obligations hereunder to any third party 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; provided, however, your rights under this Agreement shall be superior to the rights of any third party and no third party shall be able to interfere with your rights to the Solar Facility as long as you are fulfilling your obligations under this Agreement.

14. Limitations of Liability

(a) SUNRUN WILL BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION DOLLARS. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA'S LAWS, WHICH YOU SHOULD CONSULT. SUNRUN IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING

ANY NEGLIGENCE OR OTHERWISE.

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

15. Resolution of Disputes

(a) You agree that to expedite and control the costs of disputes, resolution of any dispute relating to this Agreement ("*Dispute*"), will be resolved according to the procedure set forth in this Section 15.

(b) Unless otherwise agreed in writing, SunRun and you agree to continue to perform each party's respective obligations under this Agreement during the course of the resolution of the Dispute.

(c) You agree to first try to resolve informally any Dispute. Accordingly, neither SunRun nor you will start a formal proceeding for at least forty-five (45) days after notifying the other party in writing of the Dispute. You agree to send your notice to the address on the first page of this Agreement, and SunRun will send its notice to your billing address.

(d) If SunRun and you cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated ("*JAMS Rules*") and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If you decide to initiate arbitration against SunRun, you will be required to pay two hundred and fifty dollars ($250) for the arbitration proceedings, the approximate amount of current court filing fees. If SunRun decides to initiate arbitration, SunRun will be required to pay all costs associated with the arbitration. SunRun also agrees to pay the costs of the arbitration proceeding if its actions or inactions are the cause of the Dispute and the arbitrator finds in your favor. Other fees, such as attorney's fees and expenses of travel to the arbitration will be paid in accordance with JAMS Rules. The arbitration will be held near you, unless you and SunRun agree to another location in writing. In order to start arbitration, you or SunRun must take the following actions:

(i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. A copy of a demand for arbitration can be found under ADR Forms at www.jamsadr.com.
(ii) Send three copies of the demand for arbitration to: JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
(iii) Send one copy of the demand for arbitration to the other party.

(e) You agree to service of process by registered or certified mail, return receipt requested, at your billing address.

16. Force Majeure

(a) Neither you nor SunRun 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 electric energy output of the Solar Facility) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar Facilities, 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 SunRun, a power grid failure (except 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.

(b) 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, you or SunRun must have taken all reasonable technical and commercial precautions to prevent the event.

(c) In order to claim Force Majeure as a reason for non-performance, you or SunRun must give notice to the other party of the Force Majeure within fourteen (14) 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 (1) make reasonable attempts to continue to perform under the Agreement, (2) quickly take action to correct the problem caused by the Force Majeure, and (3) 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.

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

17. Your Remedies

(a) If (i) SunRun makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) SunRun fails to perform an obligation under

the Agreement and such failure continues beyond a period of ninety (90) days (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar Facility.

18. SunRun's Remedies

(a) If you terminate this Agreement under Section 13(c), you will be required within thirty (30) days either (i) to pay SunRun a termination payment equal to the Pre-payment of all future estimated energy to be produced during the Initial Term ("*Make Whole*"), as calculated in Section 12(b) or (ii) to purchase the Solar Facility pursuant to Section 11(b).

(b) If you fail to perform a material obligation under the Agreement, and you do not correct the failure within one hundred twenty (120) days, if such failure continues beyond a period of one hundred twenty (120) days, then SunRun can require you to pay SunRun a Make Whole payment.

(c) If you make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Property, then SunRun can require you to pay SunRun a Make Whole payment.

(d) If you (i) are required to make a Make Whole payment and do not make the payment, (ii) terminate this Agreement without also purchasing the Solar Facility, or (iii) do not make any other payment or payments as contemplated and required under this Agreement, SunRun shall, subject to any cure rights provided herein, have the right to disconnect your Solar Facility and/or enter your Property and remove the Solar Facility.

(e) If as a result of your default SunRun removes the Solar Facility, then in addition to the Make Whole payment, you will be obligated to pay SunRun an amount equal to the value of any state and local incentives that SunRun must return to the Utility as a result of such removal.

19. Exclusions

(a) This Agreement does not include an obligation by SunRun to: remove or dispose of any hazardous substances that currently exist on the Property; improve the construction of the roof or the Property to support the Solar Facility; remove or replace existing rot, rust, or insect infested structures; provide structural framing for any part of the Property; pay for or correct construction errors, omissions, and deficiencies by you or your contractors; pay for, remove, or remediate mold, fungus, mildew, or organic pathogens; upgrade your existing electrical service; install any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar Facility installation; pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Solar Facility; 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); paint electrical boxes or conduit at the Property; and move items unassociated with the Solar Facility around the Property.

20. Miscellaneous

(a) You agree that this Agreement constitutes the entire agreement between you and SunRun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include without limitation the obligation to make payments hereunder.

(b) This Agreement shall be interpreted in accordance with and governed by the laws of the State of California without regard to the conflict of laws principles thereof.

(c) You agree that SunRun has the right to periodically check your consumer credit report.

(d) You agree that SunRun has the right to use graphical representations or photography of the Solar Facility and the Property in its marketing and promotional materials.

(e) This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

21. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION AND ANY DEPOSIT PAID WILL BE REFUNDED.

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**SUNRUN INC.**

Date: _____

Signature: Susan Monson

Susan Monson
Director, Operations
SunRun, Inc.

Print Name: _____

Title: 4/15/11

**CUSTOMER**

Date: 4/1/11

***Primary Account Holder***

Signature: _____

Print Name: Michael Desrochers

***Secondary Account Holder (optional)***

Signature: _____

Print Name: Jennifer M. Desrochers

Account email address*: mldesroche@aol.com

**This email address will be used by SunRun for official correspondence, such as sending monthly bills or other invoices. SunRun will never share or sell your email address to any third parties.*

Account phone number: 909-425-1884

DocuSign Envelope ID: 7CCBB7C6-0395-47D9-ABA8-014932ADF687

## EXHIBIT A: SUNRUN ELECTRICITY & BUYOUT PRICING

At the signing of this Agreement, you will pay SunRun a non-refundable Deposit ("*Deposit*") of $0. At the start of installation of the Solar Facility, you will pay SunRun an Initial Payment ("*Initial Payment*") of $0. Together, these payments comprise the Upfront Payment ("*Upfront Payment*"). As scheduled below, your Upfront Payment is subject to refund if the Guaranteed Output is not met.

Price per kWh: In addition to the Upfront Payment, you agree that for all electric energy you purchase from SunRun during the Initial Term of this Agreement, you will pay the rate of {C/SunRunPricePerKWh:2} per kWh. This rate shall escalate at 2.9% annually during the Initial Term of this Agreement.

Upon each anniversary of the In-Service Date, SunRun will issue you a refund if Actual Output is less than Guaranteed Output to Date. Please see Section 7 for additional information, including certain limitations.

| | Performance Guarantee | | | Prepay Option | Purchase Option |
|---|---|---|---|---|---|
| End of Year | Yearly Price Per kWh | Guaranteed kWh Output to Date | Refund / kWh If Guaranteed Output Not Met | Estimated Price to Prepay Balance of Initial Term* | Minimum Cash Purchase Price |
| - | N/A | N/A | N/A | $21,387 | N/A |
| 1 | $0.230 | N/A | N/A | $20,978 | N/A |
| 2 | $0.237 | N/A | N/A | $20,520 | $26,190 |
| 3 | $0.244 | 16,251 | $0.000 | $20,010 | $23,790 |
| 4 | $0.251 | 21,613 | $0.000 | $19,446 | $21,336 |
| 5 | $0.258 | 26,949 | $0.000 | $18,825 | $18,825 |
| 6 | $0.265 | 32,257 | $0.000 | $18,142 | $18,142 |
| 7 | $0.273 | 37,537 | $0.000 | $17,396 | $17,396 |
| 8 | $0.281 | 42,790 | $0.000 | $16,581 | $16,581 |
| 9 | $0.289 | 48,016 | $0.000 | $15,696 | $15,696 |
| 10 | $0.297 | 53,215 | $0.000 | $14,735 | $14,735 |
| 11 | $0.306 | 58,387 | $0.000 | $13,695 | $13,695 |
| 12 | $0.315 | 63,531 | $0.000 | $12,571 | $12,571 |
| 13 | $0.324 | 68,648 | $0.000 | $11,359 | $11,359 |
| 14 | $0.334 | 73,737 | $0.000 | $10,055 | $10,055 |
| 15 | $0.343 | 78,800 | $0.000 | $8,654 | $8,654 |
| 16 | $0.353 | 83,835 | $0.000 | $7,150 | $7,150 |
| 17 | $0.363 | 88,842 | $0.000 | $5,538 | $5,538 |
| 18 | $0.374 | 93,823 | $0.000 | $3,813 | $3,813 |
| 19 | $0.385 | 98,776 | $0.000 | $1,969 | $1,969 |
| 20 | $0.396 | 103,702 | $0.000 | $0 | $0 |

* Pursuant to Section 12, you may prepay the balance of your estimated obligations under this Agreement at any time. The actual discount rate may vary and will be determined at the time of prepayment, as set forth in Section 12. These numbers reflect a 4.25% discount rate. Any prepayments that you make to SunRun will increase the refunds for which you are eligible.

After the Initial Term, SunRun shall on each anniversary of the In-Service Date establish a new price per kWh that is equal to ten percent (10%) less than the baseline rate for electric energy, as established by your Utility or its successor, at the Property for a residential customer. If there is no baseline rate, the lowest rate for peak energy charged to a residential customer at the Property by your Utility, or its successor, shall apply.

Notwithstanding the foregoing, in no event shall this price per kWh be less than $0.14 per kWh.

Pursuant to Section 7, if you purchase the Solar Facility before the Guaranteed Output has been achieved, SunRun will refund to you a portion of your Upfront Payment. The estimates in this column assume the Solar Facility achieves its Estimated Output and that you make the final Initial Payment upon the first anniversary. Refunds of the Upfront Payment paid prior to the third anniversary of this Agreement shall be paid at $0.00/kWh.

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## EXHIBIT B: SUNRUN MONTHLY PAYMENT – AUTOMATIC ELECTRONIC PAYMENTS OPTION

As a SunRun customer, you have the option to pay your monthly bill with automatic electronic payments. If you do not choose to select automatic payment as a form of payment, then you will be expected to pay your monthly SunRun bill with manual pay-by-check payments. Regardless, you will receive all SunRun bills via email unless you contact SunRun directly to request invoices to be sent through the US mail.

Terms and Conditions for Recurring Payments:

THIS AUTHORIZES SUNRUN TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM YOUR BANK ACCOUNT.

1. SunRun will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution or credit card issuer notice of at least three business days before the scheduled transfer date. If you inform SunRun that an error exists on your statement, SunRun will attempt to correct that error prior to your next statement to the extent permitted by law. SunRun shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.

2. If any changes occur in the information on your application, you must immediately notify SunRun in writing of such changes. If SunRun incurs charge-back fees as a result of inaccurate information you provide, then SunRun shall bill you for those fees.

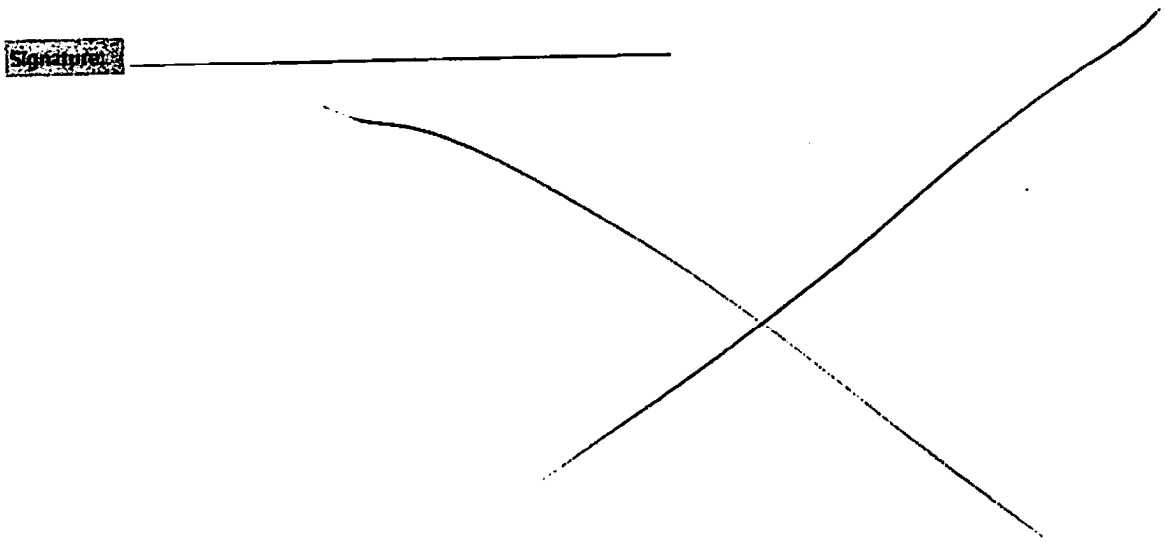
3. If you either do not notify SunRun in writing of such changes or do so in an untimely fashion, SunRun shall bear no liability or responsibility for any losses incurred to the extent permitted by law. SunRun's sole liability to you shall be SunRun's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check or credit card) will be no earlier than three (3) days before the invoice due date.

4. SunRun reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either party may terminate this arrangement at any time by giving the other party written notice reasonably in advance of the date of termination or any scheduled settlement date. Termination shall not prevent a debit transaction authorized before any notice of termination.

5. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer or credit card issuer requires for pre-authorized credit card charges.

6. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.

**To authorize automatic electronic payments, you must provide a voided check along with this signed form.**

Signature: 

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## EXHIBIT C: SUNRUN DEPOSIT PAYMENT – CREDIT CARD OPTION

As a SunRun customer, you have the option to pay your Deposit (when applicable) with a credit card. If you do not choose to select credit card payment as a form of payment, then you will be expected to pay your Deposit with a manual pay-by-check payment payable to SunRun Inc.

There is a non-refundable $0 Deposit due at time of customer agreement signing. At the start of installation of the Solar Facility, you will pay SunRun $0.

To choose the credit card payment option for your Deposit, please provide the following information:

1. Card type (please circle):
   - AMEX
   - Visa
   - Master Card
   - Discover
2. Card holder's name: _____
3. Card number: _____
4. Billing address:
   - Street address: _____
   - City, State, Zip Code: _____
5. Expiration Date: _____

Signature: _____