

New York
Home Improvement Contract
[RESIDENTIAL]

SOLCIUS LLC, having an address at, **1555 North Freedom Boulevard, Provo, UT 84604**, (referred to herein as "Contractor") is hereby authorized by the undersigned owner(s) of the premises described below (referred to herein as "Buyer") to furnish all necessary materials, labor and workmanship to install and construct the Solar System (referred to herein as "Solar System") described below, and Buyer hereby agrees to buy the Solar System for the Contract Price described below.

Buyer	First Name:	Last Name:
	Phone:	Alt. Phone:
	E-Mail:	
Buyer's Address (if different than Property Address below)	Street:	
	City, State, Zip:	
Property Address	Street:	
	City, State, Zip:	

Contract Price: \$24,550.00 _____	Down Payment: \$ _____
Itemized Costs:	
Modules	\$10,605.60
Inverters	\$4,296.25
Balance of System	\$3,952.55
Labor	\$4,369.90
Overhead	\$1,325.70

Salesperson: _____	Salesperson's business address: _____
Salesperson's License #: _____	Street Address _____
	City _____ State _____ Zip Code _____

SCHEDULE OF PROGRESS PAYMENTS			
MILESTONE	ASSOCIATED WORK/SERVICES	ASSOCIATED MATERIALS	PAYMENT AMOUNT
Down Payment	Signing of Contract	None	\$ _____
Solar System Installation	Installation of all materials and equipment, as provided for above in the Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.	To be detailed on Materials & Equipment List.	\$ _____ [Remaining Balance] <ul style="list-style-type: none"> ● 80% of Remaining Balance \$ _____ due on the date of installation, and ● 20% of Remaining Balance \$ _____ due on the date of Completion, [interconnection of system to utility grid.]

Schedule of Progress Payments: Buyer agrees to pay the entire Contract Price, according to the schedule of progress payments below. All progress payment amounts are due immediately upon completion of associated Milestone by Contractor.

Late-Payment Penalty: In the event that a payment is received later than the date as outlined in the Schedule of Progress Payments, Buyer shall be charged a penalty amount of no more than thirty-five

dollars (US\$35.00) or five percent (5%) of the current balance due, whichever is less, for each week that the balance is not paid.

Estimates: Estimates of annual production levels, availability of tax rebates or credits, and energy offsets provided by Contractor or its dealers or representatives are estimates and may vary from actual results. Soiling, weather and module degradation and other factors will affect annual production. Refer to manufacturer's

warranty(s) for warranted system performance/production. Rebates and tax credits are estimated and may change. Buyer agrees that any anticipated incentives offered by the New York State Energy Research and Development Authority (NYSERDA) are estimates only and may vary from actual results. For a more detailed description of the basis for any estimates of savings provided to Buyer, please reference Exhibit 7.

Buyer's Initials: _____ Buyer's Initials: _____

The work under this Solar Installation Agreement (the "Agreement") shall commence no later than three (3) business days after the Transaction Date, and shall be completed within two hundred and forty (240) days of that date which shall be the "Estimated Completion Date." Contractor shall not be liable for any delay or nonperformance caused by an act of God, strikes, unavailability of materials, delays by municipalities, Home Owner Associations or utility companies, or any other contingency beyond its control. Buyer and Contractor agree that substantial commencement of work under this Agreement shall consist of designing of Solar System by Contractor. Buyer and Contractor agree that substantial completion of the work under this Agreement shall be installation of the Solar System upon Buyer's residence.

Buyer and Contractor agree that the Estimated Completion Date shall not be a definitive completion date and also that it shall not be time of the essence of this Agreement.

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed: Your Solar System includes the installation of all modules/panels, inverters, and racking set forth in the Materials & Equipment List, referenced herein as Exhibit 2, along with all labor associated with property analysis and system design, system engineering, application for building permits and other city and state approvals, and connection to the power grid, all of which is included in the Contract Price described above.

List of Documents to Be Incorporated Into the Contract: The following documents will hereby be incorporated into this Contract once approved by Contractor and Buyer.

1. The Addendum to Customer Agreement (herein as Exhibit 6), as required by the NYSERDA NY-Sun Incentive Program.

Permits and Licenses: Contractor shall be responsible for securing the necessary permits and licenses for the work at its own cost and expense.

Subcontractors: The Contractor and Buyer agree that Contractor may use additional labor (subcontractors, plumbers, electricians, etc.) for this work. The Contractor agrees to use only licensed subcontractors, including Home Improvement Contractors licensed by the Department of Consumer Affairs and plumbers and electricians licensed by the Department of Buildings. The Contractor is responsible for paying any subcontractors or supply vendors who were arranged by the Contractor. The Buyer is not responsible if the Contractor fails to pay these subcontractors or supply vendors.

Site Maintenance: Contractor agrees to remove all debris and leave premises in clean condition, and to restore the landscaping to its original condition.

Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Buyer may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.

Extra work or a change order is not enforceable against Buyer or the Contractor unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (1) The scope of work encompassed by the order; (2) the amount to be added or subtracted from the contract; and (3) the effect the order will make in the progress payments or the completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Payment for such Extra Work and Change

Orders shall be made at the time of the final completion of the work.

Limited Warranty: Subject to the limitations set forth herein, Contractor provides Customers with complimentary, limited 10-year warranty from the date of completion in combination with component manufacturers to protect Customers against defective workmanship, system or component breakdown. Contractor will not charge for parts and labor costs associated with these limited warranties.

The foregoing limited warranty does not warrant any specific electrical performance of the System except as indicated above, does not cover a Solar System defective for any other reason than stated above and does not extend past the 10-year term. In addition, the limited warranty does not cover cosmetic defects stemming from normal wear and tear of the Solar System.

Specific to roof penetrating System installations, Contractor provides a limited, up to five (5) year warranty for damages to roof structure caused by Contractor during installation for areas within a (3) inch radius of any roof penetrations. The period for this limited warranty for roof damage is only to the extent of the remaining period of any existing warranties at the time of Solar System installation provided by the contractor(s) who installed or built the roof.

Contractor will not remedy, replace or pay for any work done on warranted goods by any parties other than the Contractor and/or Contractor's authorized agents. Warranty claims must be filed in writing within the applicable warranty period and can only be made by or on the behalf of the original end customer or person to whom title has been transferred.

Further, this Warranty shall not apply to any defect, damage, malfunction, or degradation of the Solar System or the roof of the property arising from: (i) Buyer's or subsequent homeowner's failure to follow Contractor's oral or written instructions as to the storage, commissioning, use or maintenance of the Solar System; (ii) any repair, alteration, or replacement of the Solar System or a component thereof without the prior written consent of Contractor; (iii) the negligent acts or omissions of any person other than Contractor; (iv) unknown defects with the property, excepting structures installed by Contractor; (v) normal wear and tear, including expected degradation of electrical output and foreseen and unforeseen weather events (e.g, falling tree limbs or hail or snow damage); or (vi) a force majeure event (including direct and incidental weather damage).

Additional manufacturer's warranties may be available from the manufacturers of solar modules (Up to 25 years) and inverters (Up to 25 years).

Site Access: Buyer grants Contractor and any subcontractors full permission to enter the site during the duration of the Solar System installation, and to use reasonable work areas in order to complete the installation. Buyer also grants Contractor permission to access the site after the completion for the purposes of repair, inspection, monitoring, or update of the Solar System.

Existing Conditions: Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the site, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

Unforeseen Conditions: Contractor is not responsible for delays or expenses related to unanticipated, unusual, or unforeseen conditions at the site, including but not limited to inclement weather, roof condition and structure, subsurface conditions, underground or aboveground water, gas or severed pipes, electrical or cable lines or transformers, or any other physical or material hindrance to the installation of the Solar System. If the contractor discovers unforeseen conditions requiring additional cost, Contractor shall present such costs to Buyer through a change order and receive Buyer's written approval before beginning or continuing installation.

Title and Risk of Loss: Upon delivery of any parts of the Solar System to Buyer's property, including PV modules, rails, disconnects, combiner boxes, inverters or any other part of the Solar System, title to such parts shall transfer to the Buyer, and the Buyer shall bear any risk of loss or damage to such parts from any type of physical harm, theft, or any other damage not directly resulting from the actions of the Contractor.

Security Interest; UCC-1 Financing Statement: Buyer hereby grants Contractor, any subcontractor, or any materialman who provides home improvement goods or services a security interest in the Solar System to secure Contractor's obligations hereunder, including but not limited to Buyer's payment obligations. Buyer understands and agrees that Contractor and any such subcontractor shall be entitled to take all actions to protect and perfect its security interest in the Solar System including but not limited to the filing of UCC-1 financing statements for fixture filings. Contractor and any such subcontractor shall release its respective security interest in the Solar System, including the filing of a UCC-3 termination statement if applicable, upon fulfillment of all Buyer's obligations, including Buyer's payment obligations.

Commercial General Liability Insurance: Contractor agrees to furnish the Buyer with a certificate of Commercial General Liability Insurance prior to commencement of work pursuant to the contract (herein as Exhibit 3).

NOTICE: THE CONTRACTOR OR SUBCONTRACTOR WHO PERFORMS ON

THE CONTRACT OR THE MATERIALMAN WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES AND IS NOT PAID MAY HAVE A CLAIM AGAINST THE OWNER WHICH MAY BE ENFORCED AGAINST THE PROPERTY IN ACCORDANCE WITH THE APPLICABLE LIEN LAWS. ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO YOUR HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

Buyer's Initials: _____ Buyer's Initials: _____

Enforcement Trust: Except where agreed to between Buyer and Contractor that Contractor will be paid on a specified hourly or time basis for work that has been performed or charges for materials that have been supplied prior to the time that payment is due, the Contractor is legally required to deposit all payments received prior to completion in accordance with N.Y. Lien Law § 71-a(4)(a), and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit issued by a bank, trust company, savings bank, or state or federal savings and loan institutions located in New York State with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.

NOTICE: The contractor is required to deposit all payments received from you prior to substantial completion of the work in a separate bank account no later than five (5) business days after receipt by the contractor.

These funds will be on deposit in account number 981561582 at Zions Bank, One South Main Street, Salt Lake City, Utah 84133.

OR

No later than ten (10) business days after receiving funds, the contractor will provide you with the name of the banking institution in which your funds have been placed. In any case, the contractor may not withdraw or use these funds (i) except for purposes of fulfilling this contract and (ii) in amounts in excess of the total shown in the schedule of progress payments.

Buyer's Initials: _____ Buyer's Initials: _____

Workers' Compensation Insurance: Contractor agrees to furnish the buyer with a certificate of Workers' Compensation Insurance prior to commencement of work pursuant to the contract (referenced herein as Exhibit 4).

Termination and Default: Contractor may terminate this contract for any breach of this contract, material or non-material, for any failure of Buyer to agree to an appropriate change order, for any failure of the Buyer to pay the Contractor any amount due, for bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the installation process. In the event of any default or cancellation by the Buyer beyond the right of cancellation described in Exhibit 1 to this contract, Buyer shall reimburse Contractor for all amounts or costs reasonably incurred by Contractor under this contract, including, but not limited to, permitting costs, engineering costs, labor costs, materials costs, and/or legal costs. Contractor shall have the right to offset any such amounts against the down payment in addition to any and all other remedies available.

Privacy/Publicity: Buyer grants Contractor the full rights and permission to publicly use, display, share, and advertise the photographic images, Solar System details, price and any other non-personally identifying information of the Solar System. Contractor shall not knowingly release any personal data about Buyer or, besides the above, any data associating Buyer with the property on which the Solar System is installed. The Buyer shall have the right to opt-out of these publicity rights by communicating such wishes with the Contractor in writing prior to completion.

Contractor's Right to Stop Work: If any dispute shall arise between Contractor and Buyer regarding performance of the work, or payment of any alleged change in the work, Contractor may not be forced to continue work until payment is received.

Arbitration of Disputes: If any dispute shall arise between Contractor and Buyer regarding performance of the work, or payment of any alleged change in the work, Contractor may not be forced to continue work until payment is received. If Contractor performs to code and inspections are approved by the inspectors, Buyer cannot withhold any payments or rebate approvals from appropriate state agency. If any dispute should arise it is agreed that Contractor and Buyer shall meet first to review and

negotiate in a peaceful manner all disputes per terms and conditions of this contract and any approved change orders. If the parties cannot resolve their dispute informally, the dispute shall be determined by binding arbitration administered by a mutually acceptable arbitrator or arbitration service, pursuant to the American Arbitration Association's Construction Industry Arbitration Rules, and procedural rules for such arbitration shall be governed according the Federal Arbitration Act. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party of any arbitration shall be entitled to reasonable attorney's fees, cost and expenses incurred.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTE" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEW YORK LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTE" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE NEW YORK GENERAL BUSINESS LAW OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

Buyer's Initials: _____ Buyer's Initials: _____

Mechanics Liens: Buyer understands and agrees that a mechanics lien may be recorded on Buyer's property by anyone, including Contractor, who helps improve the Buyer's property but is not paid for the materials and/or services provided in improving such property.

Mechanic's Lien Releases: Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics lien for that portion of the work for which payment has been made.

Assignment: This Agreement cannot be assigned by Contractor without prior written consent of the Buyer.

Entire Agreement: This Agreement constitutes the entire agreement between the parties. Any changes or alterations in this agreement shall be valid and effective only if agreed upon in writing between the parties.

Severability: If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall continue to be enforceable in accordance with its terms.

Notice of Cancellation may be sent to Contractor at the following address:

Contractor: SOLCIUS LLC
Address: 1555 North Freedom Boulevard
Provo, UT 84604
Telephone: (800) 960-4150
Fax: (801) 396-2839
Email: customerservice@solcius.com

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the checkbox if the Contractor has given you a "Notice of the Three-Day Right to Cancel."

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.

Buyer's Initials: _____ Buyer's Initials: _____

Contractor: _____

Buyer: _____

Buyer: _____

Transaction Date: _____

EXHIBIT 1

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

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

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

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

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO

SOLCIUS LLC

**AT 1555 North Freedom Boulevard
Provo, UT 84604
(800) 960-4150**

NOT LATER THAN MIDNIGHT OF _____.
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

Buyer's Initials: _____ Buyer's Initials: _____

EXHIBIT 2

MATERIALS & EQUIPMENT LIST

General Description:	Solar System includes modules (solar panels), inverter(s), Balance of System (racking, wire, fasteners, etc.) and solar production monitoring.
Module Count:	14
Module Make and Model:	SolarWorld, Model: SW 290 Mono Black
Module UL Listing(s):	UL1703
Inverter Make and Model:	SolarEdge Technologies, Model: SE3800 (240V) w/ -ER-US or A-US
Inverter UL Listing(s):	UL1741, UL1741SA, UL1699B
Location of Solar Production Monitoring Device:	Production is monitored through the inverter which is to be installed near the Utility Company's electric meter.

EXHIBIT 3

CERTIFICATE OF COMMERCIAL GENERAL LIABILITY POLICY

EXHIBIT 4

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

EXHIBIT 5

CONSUMER BILL OF RIGHTS ON CONTRACTING FOR HOME IMPROVEMENTS

- Home Improvement Contractors are required to be licensed by the New York City Department of Consumer Affairs (DCA).
- ALWAYS ask to see a copy of a Home Improvement Contractor's or Salesperson's license issued by DCA.
- BEFORE YOU SIGN A CONTRACT, call 311 or visit www.nyc.gov/consumers to verify that a Contractor's License is currently valid, to access the Laws of the City of New York to learn about the responsibilities of Home Improvement Contractors, and to obtain the Home Improvement Consumer Guide.
- A Contractor MUST give you a detailed written description of the work to be done and materials to be used, and a written itemized estimate of the cost of the work to be done BEFORE you sign a Contract. A Contractor may charge a reasonable fee for an estimate but the Contractor MUST tell you how much the estimate will cost BEFORE providing it to you.
- A Home Improvement Contract MUST be in writing and describe the home improvements to which you agreed. The written contract must be legible and in plain English. If you spoke with the Contractor in a language other than English, the Contract must be in English, as well as in the other language spoken. Contracts negotiated in Spanish must be in Spanish.
- The written Contract must include the following:
 - The Contractor's name as it appears on the license, license number, address, and telephone number.
 - The date the contract is signed.
 - The approximate starting and completion dated for the work as well as any reasons the completion date could change. You have the right to insist that the Contract entitle you to cancel for a full refund if the Contractor fails to start the work within an agreed upon number of days after the stated commencement date.
 - A specific description of the work to be done; the materials to be used, including brands, model numbers, and other identifying information; and the price of each.
 - A listing of all advertised representations made by the Contractor, including, but not limited to, any guarantees or warranties..
 - A payment schedule. If both parties agree to a schedule of progress payments, each advance payment must bear a "reasonable relationship" to the work performed, and each scheduled payment must identify and describe the work to be done, materials, purchased, or other project-related costs that such payment covers. Your Contractor must deposit progress payments into an escrow account.
 - Each scheduled payment should not be more than \$15,000 or 20% of the total amount of the Contract, whichever is the LOWER AMOUNT, and the next payment must not be made until AFTER the work covered by the previous payment has been completed.
 - A right to cancellation clause in the Contract provided as a separate form which says essentially:

YOU HAVE A RIGHT TO CANCEL your Contract until midnight of the third business day after you sign the Contract. If you wish to cancel, you must do so in writing. Your Contractor must refund all payment made and cancel and return any Contract or other negotiable documents you may have signed.
- Required permits. Before beginning work, your Contractor must obtain permits required by New York City law. (You should ask to see the signed permits before work begins.)
- Insurance. Before beginning work, your Contractor should furnish you with a Certificate of Workers' Compensation Insurance.
- A "proof of payment" clause. This clause allows you to withhold final payments until your Contractor submits from all subcontractors and vendors a waiver of lien as proof of payment for the work they performed and/or the materials they supplied.
- It is illegal for our Home Improvement Contractor to dry-scrape or sand painted surfaces in New York

City. Scraping and sanding pose a danger of lead dust inhalation.

- The Contractor must clean the premises after work is completed.
- New York City law prohibits Home Improvement Contractors from acting as agents for lenders or advertising, promoting, or arranging home improvement loans.

EXHIBIT 6

NYSERDA NY-SUN INCENTIVE PROGRAM: ADDENDUM TO CUSTOMER AGREEMENT.

EXHIBIT 7

1. **Description of the Basis for any Estimates of Savings Provided to Buyer:** Any forecasts of savings, financial benefits, or system production provided to Buyer by Contractor or its dealers or representatives (“Estimated Savings”) are estimates only and may vary from actual results. Estimated Savings are not guaranteed. The general basis for Estimated Savings is provided below. Additional descriptions of the basis for Estimated Savings may be found in the proposal(s) provided to Buyer (“Proposal”).
 - 1.1. **Estimated Payments to Utility Without the Solar System:** Future estimates of Buyer’s utility costs without the Solar System are based on historical electrical usage information provided by Buyer, current utility rates, and potential average annual utility rate increases. Future electrical usage by Buyer may be different than historical usage. Future utility rates and charges may change and cannot be accurately projected. For further information regarding rates, you may contact your local utility or the New York Public Service Commission. Estimated Savings are presented in Proposal based on a range of potential annual utility price increases. Actual utility rates could go up or down and could fall outside of the presented range.
 - 1.2. **Estimated Payments to Utility With the Solar System:** Future estimates of Buyer’s utility costs with the Solar System are based on historical electrical usage information provided by Buyer, forecasted electrical production from the Solar System, current utility rates, and potential average annual utility rate increases. The basis of estimates for forecasted electrical production by the Solar System is described below. Future electrical usage by Buyer may be different than historical usage. Future utility rates and charges may change and cannot be accurately projected. Estimated Savings are presented in Proposal based on a range of potential annual utility price increases. Actual utility rates could go up or down and could fall outside of the presented range. The future estimates of Buyer’s utility costs with solar is an estimate and does not represent a binding agreement or obligation.
 - 1.3. **Solar System Payments:** Solar payments presented in Proposal represent anticipated total payments made by Buyer associated with the purchase of the Solar System. If the purchase of the Solar System includes financing arrangements through a third-party financing provider, the quoted financing terms are subject to credit approval by the financing provider and represent a preliminary estimate, and not an approval of financing terms or an offer of credit. The Estimated Savings assume that Potential Incentives (defined below) will be applied toward the purchase price of the Solar System and will be used in full to pay down any loan. If the full amount of Potential Incentives is not received or is not used to pay down the loan, the remaining solar payments will be higher than those used to calculate and will negatively affect the Estimated Savings. The solar payments presented in Proposal is an estimate and does not represent a binding agreement or obligation.
 - 1.4. **Solar System Incentives:** The Proposal presents the value of potential tax credits, utility rebates, SREC credits, and other potential credits that may be available to Buyer, if any (“Potential Incentives”). However, Contractor does not offer tax or legal advice. Contractor does not guarantee that Buyer will be able to benefit from any Potential Incentives, as many Potential Incentives are subject to sufficient taxable income, or other qualifying factors. Additionally, Potential Incentives are subject to change or termination by the state or federal government or other third-party entities. Buyer is advised to consult with their tax and/or legal professional(s) to determine the amount of the Potential Incentives that will be available to Buyer.
 - 1.5. **Forecasted Electrical Production by Solar System:** Forecasted electrical production data provided in Proposal was generated based on the forecasting tools of PVWatts, a service of the National Renewable Energy Laboratory (NREL) of the U.S. Department of Energy (www.pvwatts.nrel.gov). To estimate production, various loss factors (compared to optimal conditions) were analyzed. Your Solar System production estimate is affected by loss factors including but not limited to tilt, azimuth, shade, soiling, snow, connections, light-induced

degradation, inverter efficiency, and weather. The estimated losses for your Solar System are 1.50% for the first year and 0.70% for the subsequent years. Refer to manufacturer's warranty(s) for warranted system performance/production. The forecasted production data provided is an estimate and does not represent a binding agreement or obligation. Solar System production estimates assume the annual degradation listed above. Buyer is responsible for the ongoing operations and maintenance of the Solar System, which is not included in the purchase of the Solar System. Buyer is solely responsible for any operating and maintenance costs associated with the Solar System.

Buyer's Initials: _____ Buyer's Initials: _____