

Sunrun BrightBuy™ with Protection Plus Agreement

_____, _____, NY, 12304

Take Control of Your Electric Bill

\$500

Amount Due at
Signing

\$62,092.89

Amount Due
at Installation
(includes sales tax)

\$0.101

Implied cost per kWh

OWN YOUR SYSTEM AND YOUR SAVINGS



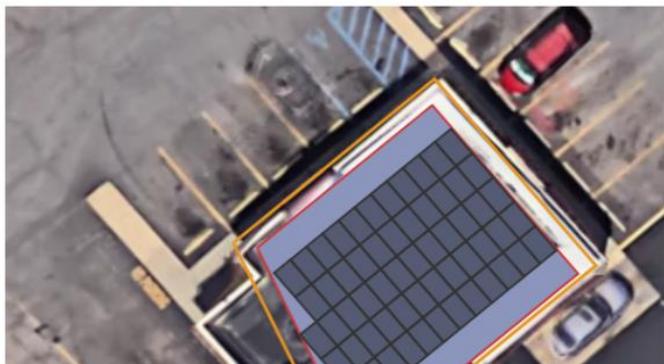
Buy your Solar System it's yours on day 1! We handle project management, permitting, design, & installation.



You may be eligible for a solar tax credit of 30% off the cost of your Solar System.



We also provide a worry-free, 10-year roof warranty.



A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 16.53 kW DC Solar System

With **58** Solar Panels and **2** Inverter(s)

Which will produce an est. **20,180 kWh** in its first year

And offset approx. **97%** of your current, estimated
electricity usage

YOUR SALES
REPRESENTATIVE:
Test Rep
testrep@yopmail.com
12345678

Sunrun Installation Services Inc.

HOME IMPROVEMENT CONTRACT FOR A SOLAR ELECTRIC SYSTEM

This Home Improvement Contract (the "Agreement") is entered into by and between _____ ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the installation of a solar photovoltaic system (your "Solar System") to be installed on or at your home located at _____, NY 12304 (the "Home").

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of _____ (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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A. Documents to be Incorporated Into the Agreement

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B. Payment Terms, Rebates, and Credits

1. **Contract Price:** \$62,593
2. Your cost for the Work, unless changed by written agreement with you, will be: \$62,593 (the “Contract Price”). The Contract Price includes sales tax, if applicable.
3. **Downpayment:** \$500
4. **Payments.** You will pay the Contract Price as follows:

Downpayment (the “Downpayment”)	\$500.00	Paid when the Agreement is signed and returned to us.
Final Payment	\$62,092.89 Amount Due at Installation (includes sales tax)	Due upon completion of installation (typically before utility approval and interconnection).
Total Contract Price	<u>\$62,592.89</u>	

5. **Late Payment.** If Sunrun does not receive your payment by the due date listed on an invoice, Sunrun may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the amount past due, and (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.
6. **Payment of Taxes.** You acknowledge and agree that you are responsible for paying any applicable personal property taxes on your Solar System that your state or local jurisdiction may levy.
7. **Applicable Rebates & Credits.** The Contract Price includes a discount for estimated state and/or local rebates (“Rebate”) value of \$5,785.50. Rebate values are estimated based on current published rebate levels. Final Rebate values may vary. By agreeing to the Contract Price, you agree that Sunrun has the sole right to receive any rebate payments for your Solar System. To ensure Sunrun receives these Rebates, you agree to sign and return to us any rebate claim paperwork we provide to you within seven (7) days, including an assignment of the rebate payment to us, if allowed by the rebate program. In the event you receive the Rebate payment(s) directly from the state and/or local rebate program, you agree to remit such Rebate payment to us in addition to the final payment. In the event the state and/or local rebate program delays payment of the rebate due to any action or inaction by you, you may be liable to Sunrun for the amount of the Rebate. Examples of such delays for which you may be liable include lack of electrical service to a new home, your failure to promptly furnish your utility bill to us upon our request, code issues unrelated to the Solar System that prevent building permit signoff, your failure to complete and return to us required rebate claim paperwork by the date requested, or your withholding of a payment due to us or to a third party.

The US Department of Energy offers a Residential Renewable Energy Tax Credit for the purchase of residential solar systems. You are solely responsible for applying for this credit. Please review the

Department of Energy's website for more information at <http://energy.gov/savings/residential-renewable-energy-tax-credit>.

Your initials indicate that you have read, understood and accepted the provisions set forth above in Section B.

Agreed and accepted by: _____ (Initials)

C. Limited Warranties

Our Limited Warranties.

What Our Warranties Cover:

Subject to certain exceptions and limitations set forth in further detail below under the heading "What Our Warranties Do Not Cover", we will provide the following warranties with respect to your Solar System and our work (as applicable):

- **System Warranty:** We warrant that your Solar System will be free from defects in, or a breakdown of, materials or components, for a period of 20 years (the "Warranty Period") from the day your Solar System is placed in service by your utility (the "In-Service Date"). We will, at our own expense, repair or replace any component of your Solar System (including, without limitation, any inverter) in need of repair or replacement during the Warranty Period, even if such component has an expected useful life of less than 20-years.
- **Workmanship Warranty:** We warrant that our work will be free from defects for the full Warranty Period. To the extent there are defects in the workmanship during the Warranty Period, Sunrun will, at its own expense, re-perform such work to correct such defective workmanship.

We may use new or reconditioned parts when making repairs or replacements in accordance with our system or workmanship warranties.

- **Damage Warranty:** We will either repair or reimburse you for damage we cause during installation to your home or your belongings (except for damages that result from our roof penetrations, which damages are covered for the first ten (10) years of the Warranty Period).
- **Roof Penetration Warranty:** We warrant that roof penetrations made by your Solar System and impacting your home's roof will be weather-tight for the first ten (10) years of the Warranty Period.

How You Can Get Service:

We will monitor your Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with your Solar System that is covered by any of the warranties specified above, please contact us at 855-478-6786 or by email at customercare@sunrun.com. We will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after we become aware of the issue.

What Our Warranties Do Not Cover:

Our limited warranties do not apply to any of the following:

- (i) Work performed or materials used by anyone other than us or our subcontractors;
- (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its subcontractors without Sunrun's prior written approval;
- (iii) Any damages resulting from your breach of the Agreement;
- (iv) Any damage not caused by us, our subcontractors or a Solar System defect;
- (v) Damage resulting from ordinary wear and tear;
- (vi) Damage resulting from mold, fungus and other organic pathogens;
- (vii) Shrinking/cracking of grout and caulking;
- (viii) Fading of paints and finishes exposed to sunlight;
- (ix) Damage caused by ball strikes;
- (x) With respect to our roof penetration warranty, any (i) leaks that occur in areas of the roof not impacted by your Solar System and (ii) pre-existing and/or underlying failures of the roof

Existing Roof Warranty Disclaimer:

You acknowledge that installation of your Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact your Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth above in Section C.

Agreed and accepted by: _____ (Initials)

D. Performance Guarantee

1. Production Estimate

- a. Sunrun estimates that your Solar System will be capable of generating 20,180 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of your home's roof(s), the required placement of your Solar System on your roof, and other conditions.

- b. Due to expected panel degradation, Sunrun estimates that your Solar System will be capable of generating 384,992 kilowatt-hours ("kWh") during the Warranty Period (the "Estimated Output").
2. **Guaranteed Output.** Sunrun guarantees that your Solar System will generate ninety percent (90%) of the Estimated Output during the Warranty Period as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Sunrun will issue you a refund if your Solar System does not generate the Guaranteed Output.

Sunrun will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at your home at the commencement of installation. For the avoidance of doubt, Sunrun will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at your home at the commencement of installation.
- Underproduction as a result of a grid failure disabling your Solar System.
- Underproduction arising from you causing or requesting your Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to your Solar System caused by foreign objects acting on your Solar System (e.g. hail, golf balls, etc.)

Sunrun makes no other representation, warranty or guarantee of any kind regarding your Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

3. **Overproduction.** If, over the course of the Warranty Period, your Solar System produces more energy than the Guaranteed Output, you will not be charged any additional cost. Sunrun may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.
4. **Refunds under our Production Guarantee.**

On the anniversary of the In-Service Date and on every anniversary thereafter during the Warranty Period, Sunrun will calculate the "Actual Output" of your Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by your Solar System to date plus any kWh for which you have previously received a payment. If the Actual Output is less than the Guaranteed Output for that anniversary date set forth in Exhibit A, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that anniversary date from the Guaranteed Output for that anniversary date, and multiplying the result by the Refund Rate (per kWh) as set forth for that anniversary date in Exhibit A.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is \$0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e. $500\text{kWh} \times \$0.13 = \65 .

E. Design and Installation

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

Your Solar System will be installed at your home. Our work on your Solar System includes: design, permitting, and installation of the equipment and material typically necessary for a complete and operable solar system and installation of your Solar System (the “Work”). No other home improvement work or repairs or replacement of your home’s utility meter except for what is stated above are included in this Agreement.

- a. The primary equipment used for your Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the “balance of system” are disconnects, breakers, load centers, wires, and conduit. See below for a more detailed description of the major components of your Solar System.

Solar system size: 16.53 kW DC

Photovoltaic	Manufacturer	Model Number	Quantity
Array 1	LONGi Green Energy Technology Co Ltd	LR6-60-285M	41
		LR6-60-285M	17
Array 2	LONGi Green Energy Technology Co Ltd		
Inverter	Manufacturer	Model Number	Quantity
Array 1	Ginlong	Solis-1P10K-4G-US	1
Array 2	Ginlong	Solis-1P4K-4G-US	1

Your initials indicate that you have read, understood and accepted the provisions set forth in this section E(1)(a).

Agreed and accepted by: _____ (Initials)

2. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) Production Monitor. During installation or at any time thereafter during the Warranty Period, we may install or replace production monitoring devices to measure the energy produced by your Solar System (the “Production Monitor”). Through the Production Monitor, we will collect Solar System production and performance data (“Performance Data”).
- (ii) Energy Consumption Monitor. During installation or at any time thereafter during the Warranty Period, we may install or replace energy consumption monitoring devices (the “Consumption Monitor”). Through the Consumption Monitor, we may collect and store information about energy usage at your home (“Usage Data”).
- (iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of your Solar System, and that you must provide Sunrun with access to your

home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.

(iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide your Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide your Solar System with an internet connection in accordance with the foregoing sentence, your home must be located in an area with cellular service that is acceptable to us in our discretion.

(v) Monitor Damage or Inaccuracy. Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

b. Data Usage and Disclosure. We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, "Data "). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

3. Approximate Start Date and Approximate Completion Date for Installation of Solar System. Substantial commencement of the Work occurs when we begin design of your Solar System. Start and completion dates are based on scheduling as of the Effective Date and are subject to change.

- Approximate Start Date: 60-180 days following the Effective Date.
- Approximate Completion Date: 60-180 days following the Effective Date

4. Design.

a. Sunrun or its subcontractors will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of your Solar System is dependent on the physical specifications of your home's roof(s), site conditions such as placement of ventilation systems, roof

conditions, etc., any of which may affect the placement of your Solar System on your roof. Your home's Solar System design will be finalized following a Site Survey of your home by Sunrun.

- b. The final design of your Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved your Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with your home that may delay or prevent completion of your Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

5. Installation

- a. Sunrun or its subcontractors will obtain any permits needed for installation of your Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed.
- b. Sunrun, its subcontractors and agents shall keep your home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around your home.
- c. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with your Solar System. Guards can help protect your Solar System from pests or rodents that can damage components of your Solar System.

6. Access to your home

- a. You agree to grant Sunrun and its subcontractors access to your home for the purpose of designing, installing, operating, testing your Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access your home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access your home to inspect any buildings, including roofs, prior to installation of your Solar System to ensure that your home can accommodate your Solar System.
- c. You must provide us with power and water for use during installation.
- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its subcontractors at your home throughout Solar System installation and the Warranty Period

7. Miscellaneous.

- a. Sunrun has the authority and sole discretion to use subcontractors or agents to perform or assist Sunrun in performing Sunrun's obligations.

- b. If Work excluded from this Agreement in Section E(9) must be performed in order to properly effect the installation of your Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
- c. If, during the Warranty Period, you plan to move or temporarily disconnect your Solar System to allow for maintenance of and/or repair to your home, 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 Installation Services Inc. and its successor or assigns", as additional insureds.
- d. You agree that you will not make any modifications, improvements, revisions or additions to your Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun's prior written consent.
- e. You agree that Sunrun may, from time to time, remotely administer and operate your Solar System, including its batteries, in connection with demand response or other programs to optimize your electricity costs or to maintain the reliability of the electrical grid.

8. Exclusions. We do not do or provide any of the following under this Agreement:

- a. removal or disposal of any material containing asbestos or any other hazardous material;
- b. movement of your personal items around your home;
- c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- d. installation or repair of fences;
- e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- f. structural framing work for any part of the roof or structure, including concealed substandard framing;
- g. correction of mistakes of another contractor or subcontractor (for example, if your home was not built to code);
- h. removal and replacement of existing rot or insect infestation;
- i. testing or remediation of mold, fungus, mildew or organic pathogens;
- j. painting of conduit or other structural parts;
- k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
- l. Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
- m. professional engineering services;
- n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near your Solar System (for ground mounted systems);
- o. removal of trees;
- p. any studies or permitting beyond the basic building permit; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

F. Change Orders

1. If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower payment due to less production.

2. 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 Agreement, and the effect the order will have on the installation timeline and expected completion date. Change Orders that do not contain such information are not enforceable against you. Sunrun's or its subcontractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by Sunrun or its subcontractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

G. Additional Information

1. **Customer Obligations.** You acknowledge and agree to the following during the Warranty Period:
 - a. Your local utility is Con Edison (the "Utility").
 - b. You agree that your home will remain connected to your Utility for the Warranty Period and that you will notify Sunrun prior to changing your Utility.
 - c. Any attempts to tamper with, damage or modify your Solar System will be considered beyond reasonable wear and tear use of your Solar System.
 - d. You agree: to keep trees, bushes and hedges trimmed so that your Solar System retains shading and conditions present at the time of installation; to not modify your home in a way that shades your Solar System; to not permit or allow to exist any condition or circumstance that would cause your Solar System not to operate as intended at your home; and to promptly notify Sunrun if you think your Solar System is damaged or appears unsafe or if your Solar System is stolen.
 - e. You will refrain from attempting to clean, fix, or modify your Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to your Solar System which you think may be affecting production or if you believe your Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
 - f. You agree to give us authority to act on your behalf to contact the manufacturers of the equipment used in your Solar System with respect to warranty claims covered by this Agreement.

- h. You agree to not remove any markings or identification tags on your Solar System.
- i. You agree that Sunrun may (i) call you and (ii) send pre-recorded or text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state “Do Not Call” list. Message and data rates may apply.

Agreed and accepted by: _____ (Initials)

You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state “Do Not Call” list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

Yes

No

2. Sale of Home and assignment. Neither you nor we may assign this Agreement without the written consent of the other. However, we may (i) use subcontractors, and (ii) assign this Agreement in connection with the sale or other transfer of substantially all of the equity or assets of our company. You may assign the limited warranties and production guarantee provided under this Agreement to a subsequent owner of the Property by providing us fifteen days’ prior written notice of the assignment and the contact details of the new owner.

3. Insurance Sunrun carries commercial general liability insurance (“CGL”) and workers’ compensation insurance for all employees underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (“Gallagher”). You may call Gallagher at 415-546-9300 to confirm Sunrun’s insurance coverage.

4. Force Majeure

Sunrun is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. “Force Majeure” means any event, condition or circumstance beyond the reasonable control of, and not caused by, Sunrun’s fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of your 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 or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance under this Agreement, Sunrun must:

- a. give you notice promptly following occurrence of the Force Majeure Event;
- b. make reasonable efforts to limit damage to you; and
- c. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement

5. Limitations of Liability

SUNRUN MAY 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 US DOLLARS (\$1,000,000.00). 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 THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, 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.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR YOUR SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. UPON RECEIPT OF PAYMENT IN FULL UNDER THE AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN YOUR SOLAR SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SUNRUN HAS NO RESPONSIBILITIES WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

6. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

7. **Breach by You.** Upon any breach by you, including any failure by you to pay us any amount due or to provide us necessary access to your home, we shall have the right to (i) cancel the Agreement, (ii) demand payment for all completed work and materials ordered through the date of cancellation, any other loss we suffer, plus liquidated damages equal to twenty percent (20%) of any unpaid balance of the Contract Price, (iii) remove any Solar System materials or equipment from your home, (iv) deactivate your Solar System and/or (v) pursue any other available legal remedies. You agree that we may access your home to the extent necessary to exercise any of the foregoing remedies

8. **Dispute Resolution; Arbitration; Class Action Waiver**

This Section sets forth the procedure for resolving disputes related to the Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. INFORMAL DISPUTE RESOLUTION. The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(9) of the Agreement. Sunrun will send a written notice of Dispute to your home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in your Solar System's installation or performance, you must allow us to visually inspect your Solar System and obtain or download pertinent performance data from your Solar System.
- b. ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO YOUR HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.
- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial

district of your home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, 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. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.
 - (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 - (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit www.jamsadr.com, or call 1.800.352.5267.
- e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the limitations and obligations set forth above in this Section G(8).

Agreed and accepted by: _____ (Initials)

9. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at your home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

Sunrun Inc.
Attn: Legal Department
595 Market Street, 29th Floor
San Francisco, CA 94105
Phone: 855-478-6786
Email: customercare@sunrunhome.com

10. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which your home is located, without regard to any conflicts of laws principles thereof.
11. You agree that Sunrun has the right to obtain photographic images of your Solar System and your home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of your Solar System or your home in its marketing and promotional materials without first obtaining your express written approval.
12. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
13. 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.
14. **Entire Agreement.** 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.

H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your DownPayment Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:
 - a. If it is determined that you must pay for any site improvements (to accommodate a Solar System);

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

- b. If, for a period of twelve (12) months after the Effective Date Sunrun fails to complete installation of your Solar System and you have fulfilled all of your obligations under this Agreement, including making your home accessible to Sunrun and in a state ready to permit installation.
 - c. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
3. We May Cancel This Agreement If:
 - a. prior to the commencement of installation, there is a change in your Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.

- b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section D;
- c. you delay in correcting pre-existing conditions that prevent installation of your Solar System;
- d. you fail to respond to Sunrun's or its subcontractor's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
- e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
- f. cellular service or internet service is no longer available at your home or if the availability of cellular service or internet service significantly decreases, in which case Sunrun will refund you the Downpayment within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own
- g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Downpayment within a reasonable period of time following cancellation.
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

4. GENERAL LEGAL NOTICES FOR THE CUSTOMER.

- a. Do not sign the Agreement before you read it or if it contains any blank fields.
- b. You have the right to require your contractor to have a Performance and Payment Bond. Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to California Civil Code Sections 8400 and 8404 (or applicable state law if outside of California) for that portion of the work for which payment has been made.
- c. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED, HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.
- d. You acknowledge that you have received and read a legible copy of the Agreement, including all the terms and conditions therein included and that you have read and received a legible copy of every document that you signed during the negotiation.

By initialing below, you expressly acknowledge that you have been advised on your right to cancel this Agreement and have received duplicate copies of the Notice of Cancellation.

Agreed and accepted by: _____ (Initials)

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;

- Are a citizen of the United States of America or are not exempt from paying Federal US income taxes;
- Are the owner of legal title to your home and that every person or entity with an ownership interest in your home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you will continue to receive a monthly bill from your Utility; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: _____ (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

SUNRUN INSTALLATION SERVICES INC.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Federal Employer Identification Number: 77-0471407

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INSTALLATION SERVICES INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.

Customer
Primary Account Holder

Secondary Account Holder (Optional)

Signature

Signature

Date

Print Name

Email Address*:

Mailing Address (if different than home address): _____, NY 12304

Phone:

**Email addresses will be used by Sunrun for official correspondence, such as sending invoices.*

Sales Consultant

By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to the Sunrun Code of Conduct, and that I obtained your homeowner's signature on this agreement.

Signature

Print Name

Sunrun ID number

Exhibit A Guaranteed Output

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 D of the Agreement for additional information, including certain limitations.

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
1	18,162 kwh	\$0.050
2	36,233 kwh	\$0.050
3	54,214 kwh	\$0.050
4	72,105 kwh	\$0.050
5	89,906 kwh	\$0.050
6	107,619 kwh	\$0.050
7	125,243 kwh	\$0.050
8	142,779 kwh	\$0.050
9	160,227 kwh	\$0.050
10	177,588 kwh	\$0.050
11	194,862 kwh	\$0.050
12	212,049 kwh	\$0.050
13	229,151 kwh	\$0.050
14	246,167 kwh	\$0.050
15	263,098 kwh	\$0.050
16	279,945 kwh	\$0.050
17	296,707 kwh	\$0.050
18	313,386 kwh	\$0.050
19	329,981 kwh	\$0.050
20	346,493 kwh	\$0.050

Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by: _____ (Initials)

EXHIBIT B

LEGAL NOTICES FOR NEW YORK HOME IMPROVEMENT CONTRACTS

1. MECHANIC LIENS

In the event that we or any of our subcontractors or material men that perform under this Agreement are not paid, we may have a claim against the owner of the Property that may be enforced against the Property in accordance with the applicable lien laws. Specifically, “[a]ny contractor, subcontractor or material man 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 your 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.”

2. DEPOSIT ACCOUNT

We are legally required to deposit all payments received prior to completion in accordance with NY CLS Lien Section 71(a)(4) (2012). In lieu of such deposit, we may post a bond, contract of indemnity or irrevocable letter of credit with you guaranteeing the return or proper application of such payments. The foregoing does not apply to charges for materials that are supplied prior to the time a payment is due. Therefore, amounts payable by you for materials after your receipt of such materials do not have to be deposited in an escrow account in accordance with Section 71(a)(4).

3. CONTRACT COMPLETION

You agree that the estimated completion date for the work is an estimate only. A definite completion date is not essential to this Agreement because many factors, including the issuance of permits, limit our ability to predict the exact completion date.

4. NEW YORK RIGHTS AND COMPLAINTS

You have certain rights under the Home Energy Fair Practices Act (HEFPA), including but not limited to the right to designate a third party to receive all notifications relating to termination of your contract or disconnection of your solar system. For more on your rights under HEFPA, please visit http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf.

You also have rights under New York's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), which are available at https://info.aee.net/hubfs/NY_PSC_Order_10.19.17.pdf.

You may contact the Public Service Commission with complaints about your solar provider at:

Consumer Complaints
Office of Consumer Services
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: 1-800-342-3377
web.questions@dps.ny.gov

Customer
Primary Account Holder

Signature

Date

EXHIBIT C
NOTICE OF CANCELLATION

DUPLICATE COPY

DATE OF AGREEMENT: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. 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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 1515 ARAPAHOE STREET, TOWER 2, SUITE 600 DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT D

Payment Forms

As a Sunrun customer, you agree to pay your Downpayment and Final Payment by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or by email at customer@sunrun.com to request invoices be sent through the US mail.

Check/Money Order Deposit Form

Sunrun customers paying Downpayments and Final Payments by check or money order must (i) enclose this document with each payment and (ii) include your Sunrun Customer ID number in the memo line of your check.

Please send payments to: Sunrun Inc.
P.O. Box 511612
Los Angeles, CA 90051-8167

Customer Name: _____

Customer/Proposal ID #: _____

Customer Address: _____

Amount Enclosed: \$ _____

Description of Payment: Downpayment

Final Payment

Date: _____

Notes: _____

For Accounting Purposes Only

Account Coding: _____

Fund: _____

EXHIBIT E

Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance your Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: _____ (Initials)

Sunrun BrightSave™ Prepaid Agreement

_____, _____, NY, 12304

Take Control of Your Electric Bill

\$500

Amount Due
at Signing

20 Years

Agreement Term
Length

\$35,750

Amount Due
at Installation
(plus \$1,450 sales tax)

\$0.099

Implied cost per kWh
(excluding upfront
payment, if any)

WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE



We provide 95% performance guarantee; you will not be charged for the extra electricity.



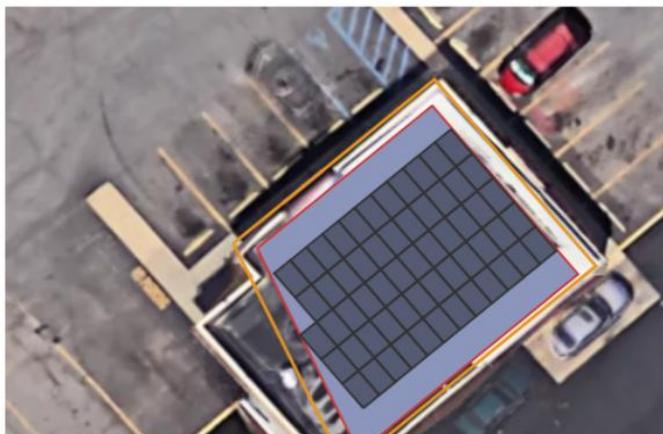
We warrant, insure, monitor, maintain and repair the system. We also provide a 10-year roof warranty.



Selling your home? We guarantee the buyer will qualify to assume your agreement.



We'll remove the system at the end of the term, free of charge.



A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 16.53 kW DC Solar System

With **58** Solar Panels and **2** Inverter(s)

Which will produce an est. **20,180 kWh** in its first year

And offset approx. **97%** of your current, estimated electricity usage

YOUR SALES REPRESENTATIVE:
Test Rep
testrep@yopmail.com
12345678

Sunrun Installation Services Inc.

Sunrun BrightSave™ Prepaid Agreement

This Prepaid Lease Agreement (the "Agreement") is entered into by and between _____ ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the lease of a solar photovoltaic system to generate electric energy (the "Solar System") to be installed on or at your home located at _____, NY 12304 (the "Home"). Sunrun is pleased to provide you with a Solar System lease for a twenty (20) year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of _____ (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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	lists Exhibits (including certain notices) incorporated into your Agreement.	
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	includes your payment terms, your payment schedule, any rebates and credits that you or Sunrun may receive, and our late payment policy.	
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	explains our equipment, workmanship, roof penetration, and damages warranties.	
D.	Performance Guarantee	Page 4
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E.	Design and Installation.....	Page 5
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F.	Change Orders.....	Page 9
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G.	Additional Information.....	Page 9
	includes important information about the term of your Agreement, actions not included in design and installation, dispute resolution, and Sunrun's insurance coverage.	
H.	Notices of Right to Cancel.....	Page 17
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A. Documents to be Incorporated Into the Agreement

Exhibit A: Guaranteed Output and Purchase Price

Exhibit B: Legal Notices

Exhibit C: Notice of Cancellation

Exhibit D: Payment Forms

Exhibit E: Data Usage and Disclosure

Exhibit F: Federal Consumer Leasing Act Disclosure

B. Payment Terms, Rebates, and Credits

1. Payment Terms

Deposit (due at signing)	\$500 (the "Deposit")
Lease Payment (due at Installation Start Date) Tax	\$35,750 (the "Lease Payment") (plus \$1,450 sales tax)
Total Payments	\$37,700
Implied cost per kWh	\$0.099

2. Lease Payment

The Lease Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Sections E and F below).

- a. You agree to pay Sunrun the Deposit and the Lease Payment in the amounts and on the dates set forth above.
- b. The Deposit is payable to Sunrun Inc. by credit card, money order or a check drawn on a United States bank account.
- c. The Lease Payment are payable to Sunrun Inc. by money order or a check drawn on a United States bank account.

3. Payment of Taxes

- a. The payments specified in Section B(1) above do not include taxes (unless specifically noted therein). If any taxes (including, but not limited to, sales and transaction taxes and including any associated interests and penalties) are assessed on these payments, the lease of solar photovoltaic equipment, the sale of electric energy, the Home, or the transaction itself, and 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.
 - b. In addition, you agree to reimburse Sunrun for any taxes, including any associated interests and penalties, assessed on the Solar System that Sunrun may incur.
 - c. To the extent that Sunrun seeks reimbursement from you, you agree that Sunrun may seek a full reimbursement from you for the total amount incurred by Sunrun, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Sunrun.
4. **Late Payment.** If Sunrun does not receive your payment by the due date listed on the invoice, Sunrun may charge you an administrative late fee equal to the lesser 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, and (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.

5. Net Metering Service.

- a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM

Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun in its sole discretion.

- b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Sunrun may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.
- c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." For the purposes of calculating performance guarantee payments, if any, under Section D, you agree that title to and risk of loss for the electric energy provided under this Agreement shall pass from Sunrun to you when the electric energy reaches Interconnection. You further agree that electrical energy generated by the Solar System is measured at the time when electrical energy reaches Interconnection.

6. Supplemental Energy; Rebates & Credits

- a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility and for paying any fees associated with such Supplemental Energy that the other supplier may charge.
- b. You agree that Sunrun alone will receive any credit (including, without limitation, any federal tax credit), environmental attribute, or other payment or offset (the "Sunrun Incentives") that may be attributable to the Solar System. All Sunrun Incentives will be the sole property of and transferable by Sunrun. You will receive any rebate or other payment or offset (the "Customer Incentives" together with the Sunrun Incentives, the "Incentives") to the Solar System and all such Customer Incentives will be your sole property and transferable by you. You agree that you are solely responsible for completing any forms or applications associated with receiving such Customer Incentives, and that Sunrun shall bear no responsibility in the event such Customer Incentives (i) are not paid to you, (ii) are paid in an amount that is less than or different from the amount expected, or (iii) are not paid in a timely manner.
- c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Sunrun with respect to incentives attributable to the Solar System, you agree that Sunrun will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Sunrun.
- d. If you purchase the Solar System from Sunrun, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Sunrun.

C. Our Warranties

WE INSURE AND
MAINTAIN THE
SYSTEM FOR
20 YEARS AFTER
INSTALLATION.

1. Warranties

- a. Workmanship Warranty. We warrant our Work for a period of twenty (20) years after installation (the “Warranty Period”), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our Workmanship Warranty includes but is not limited to the following:
 - (i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home’s roof will be weather-tight for a period of 10 years after installation.
 - (ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.
 - (iii) Sunrun will maintain and repair the Solar System for the Initial Term and any Renewal Terms.
- b. Equipment Warranty. Sunrun warrants all equipment for the duration of the Initial Term. 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 D.
- c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun wish to end the Agreement, Sunrun will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 20-year term (including, but not limited to, uneven wear and tear and uneven discoloration).

2. Warranty Exceptions and Exclusions

- a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 10 year warranty period.
- b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home’s roof not impacted by the Solar System, (ii) pre-existing and/or underlying failures of the Home’s roof or (iii) foreign objects acting on the Home’s roof (e.g. hail, golf balls, etc.).
- c. The Workmanship Warranty does not apply to the following:
 - (i) Work performed or materials used by anyone other than us or our Installation Partners;
 - (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its Installation Partners without Sunrun’s prior written approval;
 - (iii) Any damages resulting from your breach of the Agreement;
 - (iv) Any damage not caused by us, our Installation Partners or a Solar System defect;

- (v) Damage resulting from ordinary wear and tear;
- (vi) Damage resulting from mold, fungus and other organic pathogens;
- (vii) Shrinking/cracking of grout and caulking;
- (viii) Fading of paints and finishes exposed to sunlight; and
- (i) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by: _____ (Initials)

3. **Contacting Sunrun to Fix the Solar System.** Sunrun will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Sunrun at 855-478-6786 or by email at customercare@sunrun.com. Sunrun will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

D. Performance Guarantee

1. Production Estimate

- a. Sunrun estimates that the Solar System will be capable of generating 20,180 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunrun estimates that the Solar System will be capable of generating 384,992 kilowatt-hours ("kWh") during the Initial Term. (the "Estimated Output")

2. **Guaranteed Output.** Subject to the conditions set forth in this Section D, Sunrun guarantees that the Solar System will generate ninety five percent 95% of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output.

Sunrun will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Sunrun will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.

- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by: _____ (Initials)

3. **Overproduction.** If, over the course of the Initial Term, the Solar System produces more energy than the predicted Guaranteed Output, then the extra energy will be yours at no additional cost. Sunrun may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.
 - a. **Actual Output and Refunds.** On the 24 month anniversary of the In-Service Date and on every 24 month anniversary thereafter, Sunrun will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that 24 month anniversary set forth on Exhibit A, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that 24 month anniversary from the Guaranteed Output for that 24 month anniversary, and multiplying the result by the refund per kWh amount as set forth for that 24 month anniversary on Exhibit A.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is \$0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e. $500\text{kWh} \times \$0.13 = \65 .

E. Design and Installation

1. Our Work; Description of Materials.

a. Our work on the Solar System includes:

- (i) design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System;
- (ii) installation of the Solar System;
- (iii) acquisition of approval from your Utility; and
- (iv) assistance with any applicable rebate program paperwork set forth in Section B(6) (collectively, the "Work").

- b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the “balance of system” are disconnects, breakers, load centers, wires, and conduit.

2. Solar System Production and Energy Consumption Monitoring; Data.

- a. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) Production Monitor. During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the “Production Monitor”). Through the Production Monitor, we will collect Solar System production and performance data (“Performance Data”).
- (ii) Energy Consumption Monitor. During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the “Consumption Monitor”). Through the Consumption Monitor, we may collect and store information about energy usage at the Home (“Usage Data”).
- (iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Sunrun with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.
- (iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.
- (v) Monitor Damage or Inaccuracy. Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any

other person unrelated to Sunrun, Sunrun will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

- b. Data Usage and Disclosure. We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, "Data "). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.
- c. Communications Equipment. During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase.

Do you consent?

Yes

No

3. Design.

- a. Sunrun or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of the Solar System is dependent on the physical specifications of the Home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home's Solar System design will be finalized following a Site Survey of the Home by Sunrun.
- b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved the Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

4. Installation

- a. Installation will be performed by Sunrun's licensed, bonded affiliate, Sunrun Installation Services Inc., or by another licensed, bonded contractor (an "Installation Partner") that meets Sunrun's quality standards.

Sunrun requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.

- b. Sunrun or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM documentation referenced in Section B(5).
- c. If Sunrun or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.
- d. Sunrun, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- e. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

5. Access to the Home

- a. You agree to grant Sunrun and its Installation Partners access to the Home for the purpose of designing, installing, operating, testing the Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.
- c. You must provide us with power and water for use during installation.
- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its Installation Partners at the Home throughout Solar System installation, the Initial Term and any Renewal Terms

6. Miscellaneous.

- a. Sunrun has the authority and sole discretion to use Installation Partners or agents to perform or assist Sunrun in performing Sunrun's obligations.
- b. If Work excluded from this Agreement in Section E(7) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
- c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, 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 Installation Services Inc. and its successor or assigns”, as additional insureds.

- d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty set forth in Section C without Sunrun’s prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun’s sole property.

Exclusions. We do not do or provide any of the following under this Agreement:

- a. removal or disposal of any material containing asbestos or any other hazardous material;
- b. movement of your personal items around the Home;
- c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- d. installation or repair of fences;
- e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- f. structural framing work for any part of the roof or structure, including concealed substandard framing;
- g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
- h. removal and replacement of existing rot or insect infestation;
- i. testing or remediation of mold, fungus, mildew or organic pathogens;
- j. painting of conduit or other structural parts;
- k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
- l. Homeowners Association (“HOA”) review, permitting or fees, however we will support your efforts to coordinate with your HOA;
- m. professional engineering services;
- n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
- o. removal of trees;
- p. any studies or permitting beyond the basic building permit; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer’s terms and conditions.

F. Change Orders

If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower payment due to less production.

G. Additional Information

1. Agreement Term

- a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for twenty (20) years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Sunrun will notify you of the In-Service Date.
- b. Renewal Term. At the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term"). Sunrun will provide you with your new monthly lease rate at the beginning of the Renewal Term and each successive Renewal Term, if any. The new monthly payment rate shall be the product of (A) 1,369 and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.00 per kWh, your Monthly Lease Payment would remain \$0.00. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$0.00. The Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term. Sunrun will perform Sunrun's obligations under this agreement for as long as the Solar System remains economically viable.
 - (i) Sunrun will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).
 - (ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination (x) at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, or (y) within fifteen (15) days after Sunrun provides you with the written estimated rate for electric energy in the upcoming Renewal Term, whichever is later.
- c. Upgrade of System. At the end of the Initial Term, you may upgrade the Solar System under a new agreement with Sunrun. Your existing Agreement will be cancelled and Sunrun will design a new solar system using upgraded equipment for the Home.

2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun end the Agreement, Sunrun will remove the Solar System at no cost to you. Written notice of termination must be provided at least thirty (30) days prior to the expiration of the applicable term.

Subject to the exclusions set forth in Sections C and E, Sunrun will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Sunrun in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the Work.

3. Customer Obligations. You acknowledge and agree to the following:

- a. Your local utility is Con Edison (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Sunrun prior to changing your Utility.

- b. That you will make all payments required to be made under this Agreement in amounts set forth in this agreement.
- c. The Solar System is removable equipment owned by Sunrun or its affiliates and is not considered a fixture or otherwise part of the Home.
 - (i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Sunrun nor our Installation Partners will apply a lien to your title to the Home.
 - (ii) However, you agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
 - (iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien.
- d. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.
- e. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason may require Sunrun to refund, at your cost, Incentives provided in respect of the Solar System.
- f. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Sunrun if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- g. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to the Solar System which you think may be affecting production or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
- h. You agree that Sunrun may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "o Not Call" list. Message and data rates may apply.

Agreed and accepted by: _____ (Initials)

You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

Yes

No

4. Purchase of Solar System

- a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:
 - (i) Upon the fifth (5th) anniversary of the In-Service Date
 - (ii) At the end of the Initial Term;
 - (iii) If you sell the Home during the Initial Term; and
 - (iv) Under the circumstances described in Section G(10)(b).
- b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, 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. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
- d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Sunrun will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Sunrun will not provide you with any maintenance or repair services unless you enter into a separate agreement with Sunrun for Sunrun or its Installation Partner to perform these services at your expense. If possible, Sunrun will assign to you any equipment warranties still in effect for the Solar System. Sunrun reserves the right to continue to measure the electricity production of the Solar System after termination of the Agreement.

5. Sale of Home, Assignment and Foreclosure

- a. Sale of Home. If you sell the Home you:
 - (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or

- (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash and (b) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
- (iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(10) if:
 - 1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
 - 2. The new owner refuses to assume the Agreement.

b. Assignment of Agreement.

- (i) Sunrun may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Sunrun's assets to another entity.
- (ii) If Sunrun assigns the Agreement, Sunrun will continue to operate and maintain the Solar System until you receive written notice otherwise. Sunrun requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).
- (iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Sunrun at the address set forth in Section G(12).

c. Foreclosures.

- (i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System.
- (ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.
 - 1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) agree:
 - (i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.
 - (ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:
 - 1. Terminate the Agreement and require Sunrun to remove the Solar System;
 - 2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or

3. Terminate the Agreement and enter in to a new agreement with Sunrun under terms no less favorable than the original Agreement.
2. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.
3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at www.fanniemae.com, for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by: _____ (Initials)

6. Insurance

- a. Sunrun is responsible for insuring the Solar System:
 - (i) Sunrun carries insurance covering damage to and theft of the Solar System;
 - (ii) Sunrun carries commercial general liability insurance (“CGL”) and workers’ compensation insurance underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (“Gallagher”).
 - (iii) Sunrun carries worker’s compensation insurance for all employees.
- b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.
- c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.
- d. Sunrun requires its Installation Partners to maintain the following insurance coverages:
 - (i) Workers compensation, subject to statutory limits;
 - (ii) Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
 - (iii) 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;
 - (iv) 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;
 - (v) 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
 - (vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by: _____ (Initials)

7. Limitations of Liability

SUNRUN MAY 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 US DOLLARS (\$1,000,000.00). 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 THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, 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.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

9. Force Majeure

Sunrun is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Sunrun's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and 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 or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Sunrun must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Sunrun claims Force Majeure, it must:

- a. make reasonable attempts to continue to perform under the Agreement;
- b. quickly take action to correct the problem caused by the Force Majeure;
- c. make reasonable efforts to limit damage to you; and

notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

10. Default and Remedies

a. DEFAULT BY CUSTOMER; SUNRUN'S REMEDIES:

(i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Sunrun's prior written consent;
4. 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 Home;
5. Foreclosure proceedings are filed involving the Home;
6. You (1) fail to provide us with the information, approvals or access to the Home we need in order to do the Work or (b) fail to make a payment when due, and, in either case, you fail to correct the problem in ten (10) days. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10 day cure period, Sunrun may stop Work. Sunrun will give you written notice of our reasons for stopping Work.
7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.

(ii) If any events described in Section G(10)(a)(i) occur, Sunrun may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

1. Sunrun may terminate the Agreement;

2. Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
 3. If, as a result of your default, Sunrun removes the Solar System, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local Incentives that Sunrun must return as a result of such removal;
 4. Sunrun may exercise any other remedies available to Sunrun at law or in equity.
- b. SUNRUN'S DEFAULT; YOUR REMEDIES. In addition to any other remedies you have under this Agreement, if Sunrun (i) 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) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (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 System as set forth in Section G(4).

11. Dispute Resolution

This Section sets forth the procedure for resolving disputes related to the Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. INFORMAL DISPUTE RESOLUTION. The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Sunrun will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL

OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.

- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, 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. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.
 - (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 - (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit www.jamsadr.com, or call 1.800.352.5267.
- e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by: _____ (Initials)

12. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

c/o Sunrun Inc.

Attn: Legal Department
595 Market Street, 29th Floor
San Francisco, CA 94105
Phone: 855-478-6786
Email: customercare@sunrunhome.com

13. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.
14. You agree that Sunrun has the right to periodically check your consumer credit report. Sunrun may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.
15. IT SHALL NOT BE LEGAL FOR THE SELLER (LESSOR) TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED (LEASED) UNDER THIS AGREEMENT.
16. You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.
17. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
18. 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.
19. **Entire Agreement.** 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.

H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit and Lease Payment Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:
 - a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(13) that details the nature of the failure to perform and the date on which you first noticed the incident;

- b. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
- c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

- d. If, for a period of one hundred eighty (180) days after the Effective Date Sunrun fails to commence installation of the Solar System and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Sunrun and in a state ready to permit installation.

3. We May Cancel This Agreement If:

- a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
- b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;
- c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;
- d. you fail to respond to Sunrun's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
- e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
- f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own
- g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Deposit and Lease Payment within a reasonable period of time following cancellation.
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.
- i. prior to the commencement of installation, the Solar System fails to qualify for any expected Incentives (including Incentives based on your household income or similar criteria), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms;
- Have understood that Sunrun has the right to check your credit;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 20-year Agreement;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Sunrun Installation Services Inc. and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: _____ (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

SUNRUN INSTALLATION SERVICES INC.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Federal Employer Identification Number: 26-2841711

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Customer
Primary Account Holder

Secondary Account Holder (Optional)

Signature _____

Signature _____

Date _____

Print Name _____

Email Address*:

Mailing Address: _____, NY 12304

Phone:

**Email addresses will be used by Sunrun for official correspondence, such as sending invoices.*

Sales Consultant

By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to the Sunrun Code of Conduct, and that I obtained the homeowner's signature on this agreement.

Signature

Print Name

Sunrun ID number

Exhibit A
Guaranteed Output and Purchase Price

When you sign the Agreement, you will pay Sunrun a Deposit of \$500. At the start of installation of the Solar System, you will pay Sunrun a Lease Payment of \$35,750 (plus \$1,450 sales tax).

As specified below, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met		
2	38,246 kWh			
4	76,111 kWh			
6	113,598 kWh			
8	150,711 kWh	\$0.100		
10	187,454 kWh	\$0.100		
12	223,830 kWh	\$0.100		
14	259,843 kWh	\$0.100		
16	295,497 kWh	\$0.100		
18	330,796 kWh	\$0.100		
20	365,742 kWh	\$0.100		
		\$0.100		
		\$0.100		
		\$0.100		

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Sunrun shall, on each anniversary of the In-Service Date, establish a Monthly Lease Payment. The monthly payment rate shall be the product of (A) 1,369 and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.00 per kWh, your Monthly Lease Payment would remain \$0.00. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$0.00.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by: _____ (Initials)

EXHIBIT B

LEGAL NOTICES FOR NEW YORK HOME IMPROVEMENT CONTRACTS

1. MECHANIC LIENS

In the event that we or any of our subcontractors or material men that perform under this Agreement are not paid, we may have a claim against the owner of the Property that may be enforced against the Property in accordance with the applicable lien laws. Specifically, “[a]ny contractor, subcontractor or material man 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 your 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.”

2. DEPOSIT ACCOUNT

We are legally required to deposit all payments received prior to completion in accordance with NY CLS Lien Section 71(a)(4) (2012). In lieu of such deposit, we may post a bond, contract of indemnity or irrevocable letter of credit with you guaranteeing the return or proper application of such payments. The foregoing does not apply to charges for materials that are supplied prior to the time a payment is due. Therefore, amounts payable by you for materials after your receipt of such materials do not have to be deposited in an escrow account in accordance with Section 71(a)(4).

3. CONTRACT COMPLETION

You agree that the estimated completion date for the work is an estimate only. A definite completion date is not essential to this Agreement because many factors, including the issuance of permits, limit our ability to predict the exact completion date.

4. NEW YORK RIGHTS AND COMPLAINTS

You have certain rights under the Home Energy Fair Practices Act (HEFPA), including but not limited to the right to designate a third party to receive all notifications relating to termination of your contract or disconnection of your solar system. For more on your rights under HEFPA, please visit http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf.

You also have rights under New York's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), which are available at https://info.aee.net/hubfs/NY_PSC_Order_10.19.17.pdf.

You may contact the Public Service Commission with complaints about your solar provider at:

Consumer Complaints
Office of Consumer Services
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: 1-800-342-3377
web.questions@dps.ny.gov

Customer
Primary Account Holder

Signature

Date

EXHIBIT C
NOTICE OF CANCELLATION

DATE OF AGREEMENT: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. 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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 1515 ARAPAHOE STREET, TOWER 2, SUITE 600 DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT C
NOTICE OF CANCELLATION

DUPLICATE COPY

DATE OF AGREEMENT: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. 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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC., AT 1515 ARAPAHOE STREET, TOWER 2, SUITE 600 DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT D
Payment Forms

As a Sunrun customer, you agree to pay your Deposit and Lease Payment by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or by email at customer@sunrun.com to request invoices be sent through the US mail.

EXHIBIT E

Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: _____ (Initials)

EXHIBIT F

Federal Consumer Leasing Act Disclosure
(Pursuant to Code of Federal Regulations, Regulation M, 61 FR 52258 (Part 213), as amended)

Date: 5/9/2018
Lessor: Sunrun Installation Services Inc.
Lessee(s): _____

Lease Payment Schedule[†]

<u>Amount Due at Lease Signing or Delivery</u>	<u>Total Lease Payments</u>
Deposit: \$500 (the "Deposit")	Total Lease Payments excluding tax = \$0.00
Total Lease Payments: \$35,750 (the "Lease Payment") (plus \$1,450 sales tax)	
Total: \$37,700	

Total Payments. The amount you will have paid by the end of the Initial Term of the Agreement is \$37,700.

Purchase Option at End of Agreement Initial Term. At the end of the Initial Term you will have the option to purchase the Solar System for the fair market value (FMV). The FMV price does not include applicable taxes which may be charged on the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.

Other Important Terms. Review your Agreement for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Official Fees and Taxes. The total amount of estimated official fees and taxes you will have paid by the end of the Initial Term of the Agreement is \$1,450.

[†] The payment amounts may change should the final Solar System design be smaller than the preliminary Solar System design. See Section E of the Agreement.

SOLAR FACILITY INSTALLATION AND MAINTENANCE APPROVAL ADDENDUM

This Solar Facility Installation and Maintenance Approval Addendum is a part of and subject to that certain Sunrun Solar Power Service Agreement between you and Sunrun (the "Agreement").

1. Installation and Maintenance Approval

You agree to obtain any and all approvals required from any homeowners association, governing body, or any other entity or person that may have authority over your Property or use of your Property, such as the owner of an attached unit and/or or co-owner ("Approving Party"), for Sunrun and its subcontractors to install, access, monitor, operate, repair, maintain, protect its interest in and, subject to the terms of the Agreement, remove the Solar Facility. You understand that you will be required to sign a statement affirming that you have obtained the approval required under this section and provide Sunrun with proof of the same in such form as is acceptable to Sunrun before Sunrun will begin installation of your Solar Facility. For so long as you own the Property, you agree to work with the Approving Party using best efforts to ensure that Sunrun and its subcontractors are able to perform the foregoing activities. You further agree that if Sunrun installs a Solar Facility for you, and you have not obtained the necessary approvals, you may be required to pay Sunrun all the costs and expenses it may incur and damages it may suffer associated with the removal or non-operation of the Solar Facility on your Property, including the payments it would have received from you under the Agreement and any rebates or incentives, including tax benefits, it may lose because of the Solar Facility's removal or non-operation.

2. Termination

You agree that should the Approving Party not approve the installation of the Solar Facility for you within ninety (90) days following the date you signed the Agreement, Sunrun shall have the right to terminate the Agreement by written notice to you.

Customer

Primary Account Holder

Signature

Date

Secondary Account Holder (Optional)

Signature

Print Name

Sunrun BrightSave™ Agreement

_____, _____, NY, 12304

Take Control of Your Electric Bill

\$0

Deposit due
Today

20 Years

Agreement Term Length
(2.9% annual increase
in monthly bill)

\$306

Monthly Bill for Year
One (plus taxes, if applicable;
includes \$7.50 discount for
Auto-Pay enrollment)

\$0.182

Year 1 Cost per kWh
(excluding upfront
payment, if any)

WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE



We provide a 95% performance guarantee; you will not be charged for the extra electricity.



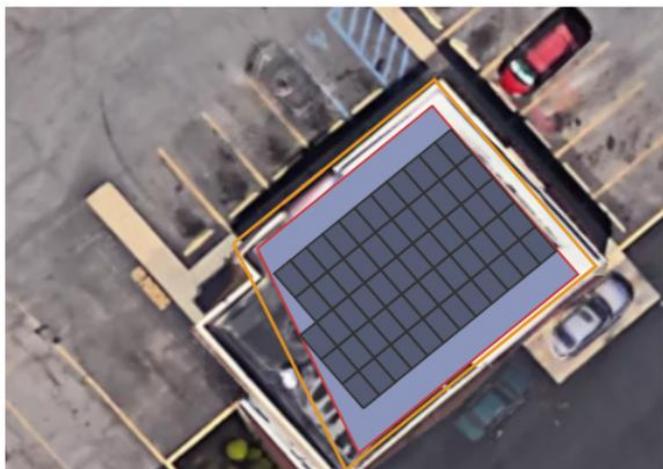
We warrant, insure, monitor, maintain and repair the system. We also provide a 10-year roof warranty.



Selling your home? We guarantee the buyer will qualify to assume your agreement.



We'll remove the system at the end of the term, free of charge.



A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 16.53 kW DC Solar System

With 58 Solar Panels and 2 Inverter(s)

Which will produce an est. 20,180 kWh in its first year

And offset approx. 97% of your current, estimated electricity usage

YOUR SALES REPRESENTATIVE:

Test Rep

testrep@yopmail.com

12345678

Sunrun Installation Services Inc.

Sunrun BrightSave™ Agreement

This Lease Agreement (the "Agreement") is entered into by and between _____ ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the lease of a solar photovoltaic system to generate electric energy (the "Solar System") to be installed on or at your home located at _____, NY 12304 (the "Home"). Sunrun is pleased to provide you with a Solar System lease for a twenty (20) year term.

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of _____ (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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A. Documents to be Incorporated Into the Agreement

Exhibit A: Monthly Lease Payment Schedule and Prepayment Pricing

Exhibit B: Legal Notices

- Exhibit C: Notice of Cancellation
- Exhibit D: Payment Forms
- Exhibit E: Data Usage and Disclosure
- Exhibit F: Federal Consumer Leasing Act Disclosure

B. Payment Terms, Rebates, and Credits

1. Payment Terms

Deposit (due at signing)	\$0 (the “Deposit”)
Initial Payment (due at Installation Start Date)	\$0 (the “Initial Payment”)
Monthly Lease Payments in Year One	\$306.00 per month (plus taxes, if applicable); reflects \$7.50 discount for electing Auto-Pay) (the “Monthly Lease Payments”)
Annual Percentage Increase (the “Annual Increase”)	2.9%
Cost per kWh, Year One	\$0.182 , excluding Upfront Payment (if any)

2. Upfront Payment

The sum of the Deposit and Initial Payment is called the “Upfront Payment.” The Initial Payment and Monthly Lease Payment amounts may change if the final Solar System design differs from the preliminary Solar System design (as further discussed in Section E and F below).

- a. You agree to pay Sunrun the Deposit, Initial Payment and Monthly Lease Payments in the amounts and on the dates set forth above and in Exhibit A.
- b. The Deposit and Initial Payment are payable to Sunrun Inc. by credit card, money order or a check drawn on a United States bank account.

3. Monthly Invoicing and Billing Cycle

- a. Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the “In-Service Date”). Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”).

Each month, Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

For example, if the Solar System is placed into service on May 12th, you will receive your first bill between June 12th and June 22nd. Your payment will be due by July 11th.

Sunrun reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Sunrun before the Monthly Lease Payment due date.

- b. Payment Options. Monthly Lease Payments are payable to Sunrun Inc. (i) by automatic withdrawal from your checking or savings account or (ii) by check drawn on a United States bank account or (iii) by money order.
- c. A Returned Check Fee of Twenty-Five Dollars (\$25.00) (or such lower amount as required by law) will be assessed to you for any check or withdrawal right that is returned or refused by your bank.

4. Auto-Pay Discount

- a. Monthly Lease Payments shown in Section B(1) and Exhibit A assume payment by Automated Clearing House (ACH) withdrawal from your checking or savings account (“Auto-Pay”) and include a \$7.50 Auto-Pay discount.
- b. If you do not elect Auto-Pay, you will not receive an Auto-Pay Discount and, as a result, your Monthly Lease Payments will be *\$7.50 higher per month* than those reflected in Section B(1) and Exhibit A.

5. Payment of Taxes

- a. The payments specified in Section B(1) above do not include taxes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interests and penalties) are assessed on these payments, the lease of solar photovoltaic equipment, the sale of electric energy, the Home, or the transaction itself, and 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.
- b. In addition, you agree to reimburse Sunrun for any taxes, including any associated interests and penalties, assessed on the Solar System that Sunrun may incur.
- c. To the extent that Sunrun seeks reimbursement from you, you agree that Sunrun may seek a full reimbursement from you for the total amount incurred by Sunrun, impose a surcharge on your monthly invoice to recover the total amount incurred by Sunrun over a period to be determined by Sunrun, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Sunrun.

6. Changes to Payment Amounts

- a. If a change pursuant to Section F increases the Upfront Payment after you have already paid it to Sunrun, you agree to immediately pay Sunrun the increase in the Upfront Payment. Sunrun may suspend installation until this payment is received.
- b. You may request a pricing plan change; however, such request must be submitted to Sunrun’s Customer Care Department 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786, before the earlier of (i) the date falling twenty-one (21) days after the date you signed the Agreement and (ii) the commencement of installation of the Solar System.

7. Prepayment of Monthly Lease Payments

- a. At any time, you may prepay all of the expected Monthly Lease Payments you will owe Sunrun during the remaining portion of the Initial Term ("Prepayment"). Sunrun's obligations under the Agreement will not change if you make such a prepayment.
- b. The Prepayment shall equal the remaining Monthly Lease Payments for the current and remaining years discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) and (y) 5.0% (the "Prepayment").

For example, if you decide to pre-pay the rest of your monthly payments in year 10, and the applicable discount rate at the date of prepayment is 4.25%, you would pay Sunrun \$46,992.

8. **Late Payment.** If Sunrun does not receive your payment by the due date listed on the invoice, Sunrun may charge you an administrative late fee equal to the lesser 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, and (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.

9. Net Metering Service.

- a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Sunrun in its sole discretion.
- b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Sunrun, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Sunrun may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.
- c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." For the purposes of calculating performance guarantee payments, if any, under Section D, you agree that title to and risk of loss for the electric energy provided under this Agreement shall pass from Sunrun to you when the electric energy reaches Interconnection. You further agree that electrical energy generated by the Solar System is measured at the time when electrical energy reaches Interconnection.

10. Supplemental Energy; Rebates & Credits

- a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from

another supplier, such as your Utility, and for paying any fees associated with such Supplemental Energy that the other supplier may charge.

- b. You agree that Sunrun alone will receive any credit (including, without limitation, any federal tax credit), environmental attribute, or other payment or offset (the “Sunrun Incentives”) that may be attributable to the Solar System. All Sunrun Incentives will be the sole property of and transferable by Sunrun. You will receive any rebate or other payment or offset (the “Customer Incentives” together with the Sunrun Incentives, the “Incentives”) to the Solar System and all such Customer Incentives will be your sole property and transferable by you. You agree that you are solely responsible for completing any forms or applications associated with receiving such Customer Incentives, and that Sunrun shall bear no responsibility in the event such Customer Incentives (i) are not paid to you, (ii) are paid in an amount that is less than or different from the amount expected, or (iii) are not paid in a timely manner.
- c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Sunrun with respect to incentives attributable to the Solar System, you agree that Sunrun will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Sunrun.
- d. If you purchase the Solar System from Sunrun, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Sunrun.

C. Our Warranties

1. Warranties

- a. Workmanship Warranty. We warrant our Work for a period of twenty (20) years after installation (the “Warranty Period”), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our Workmanship Warranty includes but is not limited to the following:

**WE INSURE AND
MAINTAIN THE
SYSTEM FOR
20 YEARS AFTER
INSTALLATION.**

- (i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home’s roof will be weather-tight for a period of 10 years after installation.
 - (ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.
 - (iii) Sunrun will maintain and repair the Solar System for the Initial Term and any Renewal Terms.
- b. Equipment Warranty. Sunrun warrants all equipment for the duration of the Initial Term. 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 D.

- c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun wish to end the Agreement, Sunrun will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 20-year term (including, but not limited to, uneven wear and tear and uneven discoloration).

2. Warranty Exceptions and Exclusions

- a. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors on the roof during the 10 year warranty period.
- b. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the Solar System, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.).
- c. The Workmanship Warranty does not apply to the following:
 - (i) Work performed or materials used by anyone other than us or our Installation Partners;
 - (ii) Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its Installation Partners without Sunrun's prior written approval;
 - (iii) Any damages resulting from your breach of the Agreement;
 - (iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
 - (v) Damage resulting from ordinary wear and tear;
 - (vi) Damage resulting from mold, fungus and other organic pathogens;
 - (vii) Shrinking/cracking of grout and caulking;
 - (viii) Fading of paints and finishes exposed to sunlight; and
 - (ix) Damage caused by ball strikes

You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by: _____ (Initials)

- 3. Contacting Sunrun to Fix the Solar System. Sunrun will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Sunrun at 855-478-6786 or by email at

customer@sunrun.com. Sunrun will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

D. Performance Guarantee

1. Production Estimate

- a. Sunrun estimates that the Solar System will be capable of generating 20,180 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunrun estimates that the Solar System will be capable of generating 384,992 kilowatt-hours ("kWh") during the Initial Term (the "Estimated Output").

2. **Guaranteed Output.** Subject to the conditions set forth in this Section D, Sunrun guarantees that the Solar System will generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output.

Sunrun will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Sunrun will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.
- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

Sunrun makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by: _____ (Initials)

3. **Overproduction.** If, over the course of the Initial Term, the Solar System produces more energy than the predicted Guaranteed Output, then the extra energy will be yours at no additional cost. Sunrun may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.
4. **Actual Output and Refunds.** On the 24 month anniversary of the In-Service Date and on every 24 month anniversary thereafter, Sunrun will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that 24 month anniversary set forth on Exhibit A, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that 24 month anniversary from the Guaranteed Output for that 24 month anniversary, and multiplying the result by the refund per kWh amount as set forth for that 24 month anniversary on Exhibit A.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is \$0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e. $500\text{kWh} \times \$0.13 = \65 .

E. Design and Installation

1. Our Work; Description of Materials.

a. Our work on the Solar System includes:

- (i) design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System;
- (ii) installation of the Solar System;
- (iii) acquisition of approval from your Utility; and
- (iv) assistance with any applicable rebate program paperwork set forth in Section B(10) (collectively, the "Work").

- b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the "balance of system" are disconnects, breakers, load centers, wires, and conduit.

2. Solar System Production and Energy Consumption Monitoring; Data.

a. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) Production Monitor. During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the “Production Monitor”). Through the Production Monitor, we will collect Solar System production and performance data (“Performance Data”).
- (ii) Energy Consumption Monitor. During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the “Consumption Monitor”). Through the Consumption Monitor, we may collect and store information about energy usage at the Home (“Usage Data”).
- (iii) Access to Monitors. You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Sunrun with access to the Home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.
- (iv) Internet Connection. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.
- (v) Monitor Damage or Inaccuracy. Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

- b. Data Usage and Disclosure. We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, “Data”).

Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

- c. Communications Equipment. During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the “Communication Equipment”) at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase.

Do you consent?

Yes

No

3. Design.

- a. Sunrun or its Installation Partners will provide you with a preliminary Solar System design then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home’s roof and finalize the design (the “Site Survey”). The design of the Solar System is dependent on the physical specifications of the Home’s roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the Solar System on your roof. The Home’s Solar System design will be finalized following a Site Survey of the Home by Sunrun.
- b. The final design of the Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved the Solar System design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with the Home that may delay or prevent completion of the Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

4. Installation

- a. Installation will be performed by Sunrun's licensed, bonded affiliate, Sunrun Installation Services Inc., or by another licensed, bonded contractor (an “Installation Partner”) that meets Sunrun's quality standards. Sunrun requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below.
- b. Sunrun or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).

- c. If Sunrun or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.
- d. Sunrun, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- e. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

5. Access to the Home

- a. You agree to grant Sunrun and its Installation Partners access to the Home for the purpose of designing, installing, operating, testing the Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access the Home to inspect any buildings, including roofs, prior to installation of the Solar System to ensure that the Home can accommodate the Solar System.
- c. You must provide us with power and water for use during installation.
- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its Installation Partners at the Home throughout Solar System installation, the Initial Term and any Renewal Terms

6. Miscellaneous.

- a. Sunrun has the authority and sole discretion to use Installation Partners or agents to perform or assist Sunrun in performing Sunrun's obligations.
- b. If Work excluded from this Agreement in Section E(7) must be performed in order to properly effect the installation of the Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
- c. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, 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 Installation Services Inc. and its successor or assigns", as additional insureds.
- d. You agree that you will not make any modifications, improvements, revisions or additions to the Solar

System or take any other actions that could damage or void any applicable warranty set forth in Section
SUNRUN INSTALLATION SERVICES INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 888.GO.SOLAR
| License Numbers –Westchester #1488 & #1763, City of Port Jervis, Orange #A-200, Putnam #PC6325 &
#M7YR22113, Orange #669, City of Middletown #96, City of Yonkers, Westchester #5590, Rockland #H-11820-40-00-
00, New York City #2015496-DCA Contract Version: 1.0 Generation Date: 5/9/2018 Proposal ID: PKK9N6DD7CKZ-D

C without Sunrun's prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Sunrun's sole property.

7. Exclusions. We do not do or provide any of the following under this Agreement:

- a. removal or disposal of any material containing asbestos or any other hazardous material;
- b. movement of your personal items around the Home;
- c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- d. installation or repair of fences;
- e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- f. structural framing work for any part of the roof or structure, including concealed substandard framing;
- g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
- h. removal and replacement of existing rot or insect infestation;
- i. testing or remediation of mold, fungus, mildew or organic pathogens;
- j. painting of conduit or other structural parts;
- k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
- l. Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
- m. professional engineering services;
- n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
- o. removal of trees;
- p. any studies or permitting beyond the basic building permit; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

F. Change Orders

If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower monthly payment due to less production.

G. Additional Information

SUNRUN INSTALLATION SERVICES INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 888.GO.SOLAR | License Numbers –Westchester #1488 & #1763, City of Port Jervis, Orange #A-200, Putnam #PC6325 & #M7YR22113, Orange #669, City of Middletown #96, City of Yonkers, Westchester #5590, Rockland #H-11820-40-00-00, New York City #2015496-DCA Contract Version: 1.0 Generation Date: 5/9/2018 Proposal ID: PKK9N6DD7CKZ-D

1. Agreement Term

- a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for twenty (20) years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Sunrun will notify you of the In-Service Date.
- b. Renewal Term. Subject to clause (ii) below, at the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term"). Sunrun will provide you with your new monthly lease rate at the beginning of the Renewal Term and each successive Renewal Term, if any. The new monthly payment rate shall be the product of (A) 1,369 and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.38 per kWh, your Monthly Lease Payment would remain \$526.76. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$306.00. The Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term. Sunrun will perform Sunrun's obligations under this agreement for as long as the Solar System remains economically viable.
 - (i) Sunrun will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).
 - (ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination (x) at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, or (y) within fifteen (15) days after Sunrun provides you with the written estimated rate for electric energy in the upcoming Renewal Term, whichever is later.
- c. Upgrade of System. At the end of the Initial Term, you may upgrade the Solar System under a new agreement with Sunrun. Your existing Agreement will be cancelled and Sunrun will design a new solar system using upgraded equipment for the Home.

2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Sunrun end the Agreement, Sunrun will remove the Solar System at no cost to you. Written notice of termination must be provided at least thirty (30) days prior to the expiration of the applicable term.

Subject to the exclusions set forth in Sections C and E, Sunrun will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Sunrun in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the Work.

3. Customer Obligations. You acknowledge and agree to the following:

- c. Your local utility is Con Edison (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Sunrun prior to changing your Utility.

SUNRUN INSTALLATION SERVICES INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 888.GO.SOLAR
| License Numbers –Westchester #1488 & #1763, City of Port Jervis, Orange #A-200, Putnam #PC6325 &
#M7YR22113, Orange #669, City of Middletown #96, City of Yonkers, Westchester #5590, Rockland #H-11820-40-00-
00, New York City #2015496-DCA Contract Version: 1.0 Generation Date: 5/9/2018 Proposal ID: PKK9N6DD7CKZ-D

- d. That you will make all Monthly Lease Payments at the Monthly Lease payment prices set forth on Exhibit A.
- e. The Solar System is removable equipment owned by Sunrun or its affiliates and is not considered a fixture or otherwise part of the Home.
 - (i) The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Sunrun nor our Installation Partners will apply a lien to your title to the Home.
 - (ii) However, you agree that Sunrun or a Sunrun affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
 - (iii) The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien.
- f. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.
- g. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason may require Sunrun to refund, at your cost, Incentives provided in respect of the Solar System.
- h. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Sunrun if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- i. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to the Solar System which you think may be affecting production or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 595 Market Street, 29th Floor, San Francisco, CA 94105, customercare@sunrun.com, 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
- j. You agree that Sunrun may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(3)(h).

Agreed and accepted by: _____ (Initials)

You further agree that Sunrun may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Sunrun products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase. You will have the opportunity to opt out of any marketing messages.

Do you consent?

Yes

No

4. Purchase of Solar System

- a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:
 - (i) Upon the fifth (5th) anniversary of the In-Service Date
 - (ii) At the end of the Initial Term;
 - (iii) If you sell the Home during the Initial Term; and
 - (iv) Under the circumstances described in Section G(10)(b).
- b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, 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. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
- d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Sunrun will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Sunrun will not provide you with any maintenance or repair services unless you enter into a separate agreement with Sunrun for Sunrun or its Installation Partner to perform these services at your expense. If possible, Sunrun will assign to you any

equipment warranties still in effect for the Solar System. Sunrun reserves the right to continue to measure the electricity production of the Solar System after termination of the Agreement.

5. Sale of Home, Assignment and Foreclosure

a. Sale of Home. If you sell the Home you:

- (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or
- (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Sunrun a \$250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
- (iii) Will be deemed to have terminated this Agreement and Sunrun may exercise its rights under Section G(10) if:
 - 1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
 - 2. The new owner refuses to assume the Agreement.

b. Assignment of Agreement.

- (i) Sunrun may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Sunrun's assets to another entity.
- (ii) If Sunrun assigns the Agreement, Sunrun will continue to operate and maintain the Solar System until you receive written notice otherwise. Sunrun requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).
- (iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Sunrun at the address set forth in Section G(12).
Agreement

c. Foreclosures.

- (i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Sunrun may exercise any of its remedies, including but not limited to removal of the Solar System.

- (ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.
1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) agree:
 - (i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.
 - (ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:
 1. Terminate the Agreement and require Sunrun to remove the Solar System;
 2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
 3. Terminate the Agreement and enter in to a new agreement with Sunrun under terms no less favorable than the original Agreement.
 2. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.
 3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at www.fanniemae.com, for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by: _____ (Initials)

6. Insurance

- a. Sunrun is responsible for insuring the Solar System:
 - (i) Sunrun carries insurance covering damage to and theft of the Solar System;
 - (ii) Sunrun carries commercial general liability insurance (“CGL”) and workers’ compensation insurance underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (“Gallagher”).
 - (iii) Sunrun carries worker’s compensation insurance for all employees.
- b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System to the extent required by any equipment warranty.
- c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.

- d. Sunrun requires its Installation Partners to maintain the following insurance coverages:
- (i) Workers compensation, subject to statutory limits;
 - (ii) Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
 - (iii) 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;
 - (iv) 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;
 - (v) 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
 - (vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by: _____ (Initials)

7. Limitations of Liability

SUNRUN MAY 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 US DOLLARS (\$1,000,000.00). 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 THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, 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.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

SUNRUN INSTALLATION SERVICES INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 888.GO.SOLAR | License Numbers –Westchester #1488 & #1763, City of Port Jervis, Orange #A-200, Putnam #PC6325 & #M7YR22113, Orange #669, City of Middletown #96, City of Yonkers, Westchester #5590, Rockland #H-11820-40-00-00, New York City #2015496-DCA Contract Version: 1.0 Generation Date: 5/9/2018 Proposal ID: PPK9N6DD7CKZ-D

FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

9. Force Majeure

Sunrun is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Sunrun's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and 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 or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Sunrun must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Sunrun claims Force Majeure, it must:

- a. make reasonable attempts to continue to perform under the Agreement;
- b. quickly take action to correct the problem caused by the Force Majeure;
- c. make reasonable efforts to limit damage to you; and
- d. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

10. Default and Remedies

a. DEFAULT BY CUSTOMER; SUNRUN'S REMEDIES:

(i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Sunrun's prior written consent;

4. 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 Home;
 5. Foreclosure proceedings are filed involving the Home;
 6. You (1) fail to provide us with the information, approvals or access to the Home we need in order to do the Work or (b) fail to make a payment when due, and, in either case, you fail to correct the problem in ten (10) days. In addition, to any other remedies described herein, upon the occurrence of any event described in the foregoing sentence, and prior to expiration of the 10 day cure period, Sunrun may stop Work. Sunrun will give you written notice of our reasons for stopping Work.
 7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.
- (ii) If any events described in Section G(10)(a)(i) occur, Sunrun may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:
1. Sunrun may terminate the Agreement;
 2. Sunrun may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or enter the Home and remove the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
 3. Sunrun may require you to pay Sunrun a termination payment equal to the Prepayment of all future Monthly Lease Payments during the Initial Term ("Make Whole");
 4. If, as a result of your default, Sunrun removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Sunrun an amount equal to the value of any federal, state and local Incentives that Sunrun must return as a result of such removal;
 5. Sunrun may exercise any other remedies available to Sunrun at law or in equity.
- b. SUNRUN'S DEFAULT; YOUR REMEDIES. In addition to any other remedies you have under this Agreement, if Sunrun (i) 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) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (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 System as set forth in Section G(4)

11. Dispute Resolution; Arbitration; Class Action Waiver

This Section sets forth the procedure for resolving disputes related to the Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. INFORMAL DISPUTE RESOLUTION. The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Sunrun will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. ARBITRATION. IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.
- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, 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. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.

- (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 - (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit www.jamsadr.com, or call 1.800.352.5267.
- e. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by: _____ (Initials)

12. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

c/o Sunrun Inc.
Attn: Legal Department
595 Market Street, 29th Floor
San Francisco, CA 94105
Phone: 855-478-6786
Email: customercare@sunrunhome.com

13. Governing Law. Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.

14. You agree that Sunrun has the right to periodically check your consumer credit report. Sunrun may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.
15. IT SHALL NOT BE LEGAL FOR THE SELLER (LESSOR) TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED (LEASED) UNDER THIS AGREEMENT.
16. You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.
17. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
18. 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.
19. **Entire Agreement.** 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.

H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Deposit Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:
 - a. If we fail in some material way to perform the Work, and do not correct such failure within ninety days (90) after receiving written notice from you pursuant to Section G(12) that details the nature of the failure to perform and the date on which you first noticed the incident;
 - b. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
 - c. If it is determined that you must pay for any site improvements (to accommodate a Solar System); or

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

d. If, for a period of one hundred eighty (180) days after the Effective Date Sunrun fails to commence installation of the Solar System and you have fulfilled all of your obligations under this Agreement, including making the Home accessible to Sunrun and in a state ready to permit installation.

3. We May Cancel This Agreement If:

- a. prior to the commencement of installation, there is a change in the Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
- b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section B;
- c. you delay in correcting pre-existing conditions that prevent installation of the Solar System;
- d. you fail to respond to Sunrun's or its Installation Partner's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
- e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
- f. cellular service or internet service is no longer available at the Home or if the availability of cellular or internet service significantly decreases, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own;
- g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.
- h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering , net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.
- i. prior to the commencement of installation, the Solar System fails to qualify for any expected Incentives (including Incentives based on your household income or similar criteria), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Are the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms (including, without limitation, the Auto-Pay discount);

- Have understood that Sunrun has the right to check your credit;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of a 20-year Agreement;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Sunrun Installation Services Inc. and/or its affiliates; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: _____ (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

SUNRUN INSTALLATION SERVICES INC.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Federal Employer Identification Number: 26-2841711

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

**Customer
Primary Account Holder**

Secondary Account Holder (Optional)

Signature _____

Signature _____

Date _____

Print Name _____

Email Address*:

Mailing Address: _____, NY 12304

Phone:

**Email addresses will be used by Sunrun for official correspondence, such as sending monthly bills or other invoices.*

Sales Consultant

By signing below I acknowledge that I am Sunrun accredited, that I presented this agreement according to the Sunrun Code of Conduct, and that I obtained the homeowner's signature on this agreement.

Signature

Print Name

Sunrun ID number

Exhibit A

Monthly Lease Payment Schedule and Prepayment Pricing

When you sign the Agreement, you will pay Sunrun a Deposit of \$0. At the start of installation of the Solar System, you will pay Sunrun an Initial Payment of \$0 (plus \$0 sales tax).

Each Monthly Lease Payment shown below is for the previous year. Each of your first 12 Monthly Lease Payments will be in the amount of \$306.00. The Monthly Lease Payments shall increase by 2.9% annually during the Initial Term of the Agreement (the “Annual Increase”), effective as of the Monthly Lease Payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase would not apply to any part of a Monthly Lease Payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date).

The Monthly Lease Payments shown below are before any applicable taxes and include a \$7.50 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be \$7.50 greater. For simplicity, the table below is based on the assumption that the In-Service Date will occur on the first day of the month.

As specified below, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Monthly Lease Payment (including the Annual Increase)*	Estimated Prepayment Purchase Price^
1	\$306.00	\$62,417
2	\$314.87	\$61,398
3	\$324.01	\$60,229
4	\$333.40	\$58,901
5	\$343.07	\$57,403
6	\$353.02	\$55,726
7	\$363.26	\$53,858
8	\$373.79	\$51,788
9	\$384.63	\$49,504
10	\$395.79	\$46,992
11	\$407.26	\$44,240
12	\$419.07	\$41,233
13	\$431.23	\$37,956
14	\$443.73	\$34,395
15	\$456.60	\$30,532
16	\$469.84	\$26,350
17	\$483.47	\$21,832
18	\$497.49	\$16,958
19	\$511.92	\$11,709
20	\$526.76	\$6,063

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
------	--	---

2	38,246 kWh	\$0.130
4	76,111 kWh	\$0.130
6	113,598 kWh	\$0.130
8	150,711 kWh	\$0.130
10	187,454 kWh	\$0.130
12	223,830 kWh	\$0.130
14	259,843 kWh	\$0.130
16	295,497 kWh	\$0.130

18	330,796 kWh	\$0.130
20	365,742 kWh	\$0.130

*These Monthly Lease Payments assume an Annual Increase of 2.9%

^At any time, you may prepay the balance of your estimated obligations under this Agreement. Please see Section B for additional information.

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Sunrun shall, on each anniversary of the In-Service Date, establish a new Monthly Lease Payment. The new monthly payment rate shall be the product of (A) 1,369 and (B) the lowest rate per kWh for on-peak energy charged to a residential customer at the Home by your Utility, or its successor. For example, if the lowest such rate for on-peak energy were \$0.38 per kWh, your Monthly Lease Payment would remain \$526.76. Notwithstanding the foregoing, in no event shall this Monthly Lease Payment be less than \$306.00.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by: _____ (Initials)

EXHIBIT B

LEGAL NOTICES FOR NEW YORK HOME IMPROVEMENT CONTRACTS

1. MECHANIC LIENS

In the event that we or any of our subcontractors or material men that perform under this Agreement are not paid, we may have a claim against the owner of the Property that may be enforced against the Property in accordance with the applicable lien laws. Specifically, “[a]ny contractor, subcontractor or material man 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 your 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.”

2. DEPOSIT ACCOUNT

We are legally required to deposit all payments received prior to completion in accordance with NY CLS Lien Section 71(a)(4) (2012). In lieu of such deposit, we may post a bond, contract of indemnity or irrevocable letter of credit with you guaranteeing the return or proper application of such payments. The foregoing does not apply to charges for materials that are supplied prior to the time a payment is due. Therefore, amounts payable by you for materials after your receipt of such materials do not have to be deposited in an escrow account in accordance with Section 71(a)(4).

3. CONTRACT COMPLETION

You agree that the estimated completion date for the work is an estimate only. A definite completion date is not essential to this Agreement because many factors, including the issuance of permits, limit our ability to predict the exact completion date.

4. NEW YORK RIGHTS AND COMPLAINTS

You have certain rights under the Home Energy Fair Practices Act (HEFPA), including but not limited to the right to designate a third party to receive all notifications relating to termination of your contract or disconnection of your solar system. For more on your rights under HEFPA, please visit http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf.

You also have rights under New York's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), which are available at https://info.aee.net/hubfs/NY_PSC_Order_10.19.17.pdf.

You may contact the Public Service Commission with complaints about your solar provider at:

Consumer Complaints
Office of Consumer Services
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: 1-800-342-3377
web.questions@dps.ny.gov

Customer
Primary Account Holder

Signature

Date

EXHIBIT C
NOTICE OF CANCELLATION

DATE OF AGREEMENT: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. 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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 1515 ARAPAHOE STREET, TOWER 2, SUITE 600 DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM, NOT LATER THAN MIDNIGHT OF (DATE).

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT C
NOTICE OF CANCELLATION

DUPLICATE COPY

DATE OF AGREEMENT: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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

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I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

DATE: _____

EXHIBIT D

Payment Forms

As a Sunrun customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in Section B and Exhibit A, and you will be required to pay your monthly Sunrun bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or by email at customer@sunrun.com to request invoices be sent through the US mail.

ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING SUNRUN TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. SUNRUN WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

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 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) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Sunrun incurs charge-back fees as a result of insufficient funds in your designated account, then Sunrun shall bill you for those fees.
5. 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. You may also terminate this arrangement by calling Sunrun Customer Care at 1-855-478-6786 or by changing your billing preference in the Sunrun Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.
7. 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.

8. You represent to Sunrun that all persons whose signatures are required to withdraw funds from the above referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Primary Account Holder

Secondary Account Holder (Optional)

Signature

Signature

Date

Print Name

Check/Money Order Deposit Form

Sunrun customers paying Deposits or Monthly Lease Payments by check or money order must (i) enclose this document with each payment and (ii) include your Sunrun Customer ID number in the memo line of your check.

Please send payments to: Sunrun Inc.
P.O. Box 511612
Los Angeles, CA 90051-8167

Customer Name: _____

Customer/Proposal ID #: _____

Customer Address: _____

Amount Enclosed: \$ _____

Description of Payment:

- Deposit
- Initial Payment
- Monthly Lease Payment
- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

Date: _____

Notes: _____

For Accounting Purposes Only

Account Coding: _____

Fund: _____

EXHIBIT E

Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: _____ (Initials)

EXHIBIT F

Federal Consumer Leasing Act Disclosure
(Pursuant to Code of Federal Regulations, Regulation M, 61 FR 52258 (Part 213), as amended)

Date: 5/9/2018
 Lessor: Sunrun Installation Services Inc.
 Lessee(s): _____

Monthly Lease Payment Schedule[†]

<u>Amount Due at Lease Signing or Delivery</u>	<u>Monthly Lease Payments</u>	<u>Other Charges</u>
Deposit: <u>\$0</u> (the "Deposit")	Year 1: 12 monthly payments of \$306	If you do not pay by automatic withdrawal your monthly bill will be \$7.50 greater.
	Year 2: 12 monthly payments of \$315	
	Year 3: 12 monthly payments of \$324	
Delivery/installation fee: \$0 (the "Balance Payment")	Year 4: 12 monthly payments of \$333	
	Year 5: 12 monthly payments of \$343	
	Year 6: 12 monthly payments of \$353	
	Year 7: 12 monthly payments of \$363	
	Year 8: 12 monthly payments of \$374	
Total: \$0	Year 9: 12 monthly payments of \$385	
	Year 10: 12 monthly payments of \$396	
	Year 11: 12 monthly payments of \$407	
	Year 12: 12 monthly payments of \$419	
	Year 13: 12 monthly payments of \$431	
	Year 14: 12 monthly payments of \$444	
	Year 15: 12 monthly payments of \$457	
	Year 16: 12 monthly payments of \$470	
	Year 17: 12 monthly payments of \$483	
	Year 18: 12 monthly payments of \$497	
	Year 19: 12 monthly payments of \$512	
	Year 20: 12 monthly payments of \$527	
	Total Monthly Lease Payments excluding tax = \$97,670.52 Estimated average monthly tax payments = \$16.28	

Total Payments. The amount you will have paid by the end of the Initial Term of the Agreement is \$101,577.34.

Purchase Option at End of Agreement Initial Term. At the end of the Initial Term you will have the option to purchase the Solar System for the fair market value (FMV). The FMV price does not include applicable taxes which may be charged on the purchase. Sunrun will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age,

† The Initial Payment and Monthly Lease Payment amounts may change should the final Solar System design be smaller than the preliminary Solar System design. See Section E of the Agreement.
 SUNRUN INSTALLATION SERVICES INC. | 595 Market Street, 29th Floor, San Francisco, CA 94105 | 888.GO.SOLAR
 | License Numbers –Westchester #1488 & #1763, City of Port Jervis, Orange #A-200, Putnam #PC6325 & #M7YR22113, Orange #669, City of Middletown #96, City of Yonkers, Westchester #5590, Rockland #H-11820-40-00-00, New York City #2015496-DCA Contract Version: 1.0 Generation Date: 5/9/2018 Proposal ID: PKK9N6DD7CKZ-D

location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.

Other Important Terms. Review your Agreement for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Official Fees and Taxes. The total amount of estimated official fees and taxes you will have paid by the end of the Initial Term of the Agreement (whether included with your monthly payments or assessed otherwise) is \$3,906.82.

Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the “In-Service Date”). Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”). Each month, Sunrun will prepare a written or electronic invoice specifying the payment due from you to Sunrun for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

SOLAR FACILITY INSTALLATION AND MAINTENANCE APPROVAL ADDENDUM

This Solar Facility Installation and Maintenance Approval Addendum is a part of and subject to that certain Sunrun Solar Power Service Agreement between you and Sunrun (the "Agreement").

1. Installation and Maintenance Approval

You agree to obtain any and all approvals required from any homeowners association, governing body, or any other entity or person that may have authority over your Property or use of your Property, such as the owner of an attached unit and/or or co-owner ("Approving Party"), for Sunrun and its subcontractors to install, access, monitor, operate, repair, maintain, protect its interest in and, subject to the terms of the Agreement, remove the Solar Facility. You understand that you will be required to sign a statement affirming that you have obtained the approval required under this section and provide Sunrun with proof of the same in such form as is acceptable to Sunrun before Sunrun will begin installation of your Solar Facility. For so long as you own the Property, you agree to work with the Approving Party using best efforts to ensure that Sunrun and its subcontractors are able to perform the foregoing activities. You further agree that if Sunrun installs a Solar Facility for you, and you have not obtained the necessary approvals, you may be required to pay Sunrun all the costs and expenses it may incur and damages it may suffer associated with the removal or non-operation of the Solar Facility on your Property, including the payments it would have received from you under the Agreement and any rebates or incentives, including tax benefits, it may lose because of the Solar Facility's removal or non-operation.

2. Termination

You agree that should the Approving Party not approve the installation of the Solar Facility for you within ninety (90) days following the date you signed the Agreement, Sunrun shall have the right to terminate the Agreement by written notice to you.

Customer

Primary Account Holder

Secondary Account Holder (Optional)

Signature

Signature

Date

Print Name