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Sunrun BrightAdvantage™ with Protection Plus Agreement

Coy McDaniel
13077 N 99th Pl, Scottsdale, AZ, 85260

Take Control of Your Electric Bill

\$0

Amount Due at
Signing

\$35,200.00

Amount Due
at Installation
(plus \$0 sales tax)

\$0.076

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% of 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 9.13 kW DC Solar System

With **29** Solar Panels and **1** Inverter(s)

Which will produce an est. **16,934 kWh** in its first year

And offset approx. **107%** of your current estimated, electricity usage

YOUR SALES
REPRESENTATIVE:
Coy McDaniel
coy.mcdaniel@sunrun.com



Sunrun Installation Services Inc.

CONDITIONAL HOME IMPROVEMENT CONTRACT FOR A SOLAR ELECTRIC SYSTEM

This Conditional Home Improvement Contract (the "Agreement") is entered into by and between Coy McDaniel ("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 13077 N 99th PI Scottsdale, AZ 85260 (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 9/24/2019 (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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 Exhibit B: Legal Notices
 Exhibit C: Notice of Cancellation
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 Exhibit E: Data Usage and Disclosure
 Customer Acknowledgement of Loan Proceeds Payment

B. Payment Terms, Rebates, and Credits

1. **Contract Price:** \$35,200
2. Your cost for the Work, unless changed by written agreement with you, will be: \$35,200 (the "Contract Price"). The Contract Price includes sales tax, if applicable.

This Agreement is expressly contingent on your ability to obtain a third-party loan ("Loan") that enables you to purchase your Solar System at the Contract Price. Contacting a third-party lender is your sole

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responsibility. Approval of a Loan is the sole responsibility of the lender. Sunrun may cancel this Agreement if you are not able to secure a Loan for the Contract Price. You agree that you will instruct the lender to pay the Contract Price directly to Sunrun by executing the attached Customer Acknowledgment.

3. **Downpayment:** \$0

4. **Payments.** You will pay the Contract Price as follows:

Downpayment (the "Downpayment")	\$0.00	Paid when the Agreement is signed and returned to us.
Final Payment Tax	\$35,200.00 Amount Due at Installation (plus \$0 sales tax)	Due upon completion of installation (typically before utility approval and interconnection).
Total Contract Price	<u>\$35,200.00</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.** You will receive any state or local credit, rebate, and/or environmental attribute to your Solar System and all such 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 incentives, and that Sunrun shall bear no responsibility in the event such rebates or 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.

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.

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- **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 16,934 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.

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- b. Due to expected panel degradation, Sunrun estimates that your Solar System will be capable of generating 323,065 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. 500kWh x \$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

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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: 9.13 kW DC

Photovoltaic	Manufacturer	Model Number	Quantity
Array 1.0	LONGi Green Energy Technology Co Ltd	LR6-60HPH-315M	29
Inverter	Manufacturer	Model Number	Quantity
Array 1.0	SolarEdge Technologies	SE7600H-USRGM	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.



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- 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 Solar 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 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.



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- 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.

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 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.



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3. If a Change Order results in a change to the Contract Price ("New Contract Price") you must obtain a Loan that enables you to purchase your Solar System at the New Contract Price. As noted in Section H, Sunrun has the sole right to cancel the Agreement if you are not able to obtain a Loan for the New Contract Price. Contacting a third-party lender is your sole responsibility. Approval of a Loan is the sole responsibility of the lender.

G. Additional Information

1. **Customer Obligations.** You acknowledge and agree to the following during the Warranty Period:
 - b. Your local utility is Arizona Public Service (the "Utility").
 - c. 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.
 - d. Any attempts to tamper with, damage or modify your Solar System will be considered beyond reasonable wear and tear use of your Solar System.
 - e. 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.
 - f. 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 225 Bush Street, Suite 1400, San Francisco, CA 94104, 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).
 - g. 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? ☒

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.



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2. **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.

3. 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

4. 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.

5. Limitations on Damages

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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.

6. **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

7. **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.



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- (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 7(b).

Agreed and accepted by:  (Initials)

8. 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
225 Bush Street, Suite 1400
San Francisco, CA 94104
Phone: 855-478-6786
Email: customercare@sunrunhome.com

9. **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.
10. 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.
11. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
12. 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.
13. **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



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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 Export Service , Export Service 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 Export Service 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. You are unable to obtain a Loan for the Contract Price or the New Contract Price.

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



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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.

The law of the State of Arizona requires that we advise you of your right to cancel this Agreement. See the attached notice of cancellation form for an explanation of this right.

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]



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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.

DocuSigned by:
Signature: Arrianna Davison
757D572798794EB...

Print Name: Arrianna Davison

Date: 9/24/2019

Title: Project Operations Representative

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		Secondary Account Holder (Optional)
Primary Account Holder		
<u>Coy McDaniel</u>		
Signature	<u>Coy McDaniel</u>	Signature
Date	<u>9/16/2019</u>	Print Name

Email Address*: coymcdaniel@gmail.com
Mailing Address (if different than home address): 13077 N 99th Pl Scottsdale, AZ 85260
Phone: (510) 435-6876

**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.

DocuSigned by:
Signature: Jason Jeroski
EB022807B053146...

Jason Jeroski
Print Name

6444816442
Sunrun ID number

Sellers were not parties to the original agreement this information is offered for your information only. The Solar System was paid off in the purchase transaction. Sellers own the system outright. No lien on the property.

Authentisign
Olivia Delsnyder 01/31/26

Authentisign
Jon Delsnyder 01/31/26

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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	15,241 kwh	\$0.038
2	30,405 kwh	\$0.038
3	45,494 kwh	\$0.038
4	60,507 kwh	\$0.038
5	75,445 kwh	\$0.038
6	90,308 kwh	\$0.038
7	105,097 kwh	\$0.038
8	119,812 kwh	\$0.038
9	134,454 kwh	\$0.038
10	149,022 kwh	\$0.038
11	163,518 kwh	\$0.038
12	177,941 kwh	\$0.038
13	192,292 kwh	\$0.038
14	206,571 kwh	\$0.038
15	220,778 kwh	\$0.038
16	234,915 kwh	\$0.038
17	248,981 kwh	\$0.038
18	262,977 kwh	\$0.038
19	276,903 kwh	\$0.038
20	290,759 kwh	\$0.038

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)



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**EXHIBIT B
LEGAL NOTICES**

**LEGAL NOTICE FOR ARIZONA HOME IMPROVEMENT CONTRACTS
NOTICE TO BUYER**

1. Do not sign the Agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of the Agreement at the time you sign it.
3. You may pay off the full unpaid balance due under the Agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges.
4. You may cancel the Agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.
5. It shall not be legal for the Contractor to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under the Agreement.
6. Under Arizona Revised Statutes section 32-1155, you have the right to file a written complaint against the Contractor with the Arizona registrar of contractors within two years after the completion of the Project for the commission of an act in violation of Arizona Revised Statutes section 32-1154, subsection A. The Arizona registrar of contractors can be reached toll free in Arizona at (877) 692-9762 or visit its website at www.azroc.gov.

SIGNATURE

By signing below, you acknowledge receipt of the foregoing legal notices.

Customer
Primary Account Holder


Signature Coy McDaniel



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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: _____

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**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 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)

SEIA® SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your lease of a solar electric system ("System"). It is not a substitute for the contract ("Contract") and other documents associated with this transaction.

All information presented below is subject to the terms of the Contract.

Read all documents carefully so you fully understand the transaction.

For more information on being a smart solar consumer visit www.seia.org/consumers.

To better understand the cost of the electricity produced by your System, consult the separate form, SEIA® Solar Purchase Disclosure Addendum – Estimated Cost Per kWh.

PROVIDER: Sunrun Installation Services Inc. Address: 225 Bush St., Ste 1400 San Francisco, CA 94104 Tel.: 888.GO.SOLAR License # (if applicable): License No. 294836 Email: customercare@sunrun.com	INSTALLER: Sunrun Installation Services Inc. Address: 225 Bush St., Ste 1400 San Francisco, CA 94104 Tel.: 888.GO.SOLAR State/County Contractor License #: License No. 294836 Email: customercare@sunrun.com	WARRANTY/MAINTENANCE PROVIDER: (If Different from Installer or Provider): Address: Tel.: License # (If applicable) Email:
CUSTOMER: Coy McDaniel Customer ID: PK33VDR1VLLV-K System Installation Address: 13077 N 99th Pl, Scottsdale, AZ, 85260 Customer Mailing Address: 13077 N 99th Pl, Scottsdale, AZ, 85260 Email: coymcdaniel@gmail.com <p>* NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A SOLAR ELECTRICITY GENERATING SYSTEM. YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOUR PROPERTY.</p>		
Purchase Price (A) Your purchase price: \$35,200.00 List of any credits, incentives or rebates included in the above purchase price: <p>*NOTE: You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information</p>	Payment Schedule (B) Amount you owe Provider at Contract signing: \$0.00 Amount you owe Provider at the commencement of installation: \$0 Amount you owe Provider at the completion of installation: \$35,200.00 You will make a final payment to Provider at the following time (e.g. interconnection): and for the following amount: \$0	Financing (C) The System: <input checked="" type="checkbox"/> WILL be financed <input type="checkbox"/> WILL NOT be financed; or <input type="checkbox"/> Financing of System UNKNOWN to Provider NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This statement does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.
Installation Timing (D) Approximate Start Date: 60-120 days from the date the Agreement is signed. Approximate Completion Date: 60-120 days from the date the Agreement is signed		Interconnection Approval (E) <input type="checkbox"/> YOU are or <input checked="" type="checkbox"/> PROVIDER is responsible for submitting a System interconnection application.

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Site & Design Assumptions for your Purchase (F)

- Estimated size of the System in kilowatts: 9.135 (kWdc)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: 16934
- Estimated annual System production decrease due to natural aging of the System: 0.50 %
- System location on your property: Roof
- System ☒ WILL ☐ WILL NOT be connected to the electric grid
- At the time of installation, your local utility ☒ DOES ☐ DOES NOT credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

System Maintenance & Repairs (G)

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ IS ☐ IS NOT included (e.g., Installer, Maintenance Provider).

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ ARE ☐ ARE NOT provided by the Provider (e.g. Installer, Other).

Please review your Contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

Roof Warranty (H)

Your roof ☒ IS ☐ IS NOT warranted against leaks from the System installation for 10 years by Provider (e.g. Provider, Installer, Other).

System Guarantee (I)

In terms of your full System, Provider is providing you with a:

- ☒ System performance or electricity production guarantee
- ☐ Other type of System guarantee
- ☐ No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

Utility and Electricity Usage/Savings Assumptions (J)

You ☒ HAVE ☐ HAVE NOT been provided with a savings estimate ("Estimate") based on your

If you HAVE been provided with an Estimate, Provider states the following:

Provider ☐ IS ☒ IS NOT guaranteeing these savings.

Provider ☒ IS ☐ IS NOT using savings calculations that conform to the *SEIA Solar Business Code*. See [Box M](#) or www.seia.org/code.

Your Estimate was calculated based on:

- ☐ Your estimated prior electricity use
- ☐ Your actual prior electricity use
- ☒ Your estimated future electricity use

Your Estimate assumes the following:

- ☒ Years of electricity production from the System: 30
- ☒ A current estimated utility electricity rate of \$0.153 [cost per kilowatt-hour] during the first year of System Operation year with estimated increases of %3-%5.5 percent annually. Provider based this estimate on the following source(s): US Energy Information Administration historical data and projections, utility filings, and other analysis on long-term factors impacting future utility rates.
- ☒ Your utility will continue to credit you for excess energy your System generates at ☒ ESTIMATED FUTURE ☐ CURRENT utility electricity rates

NOTE: It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details.

Renewable Energy Certificates (RECs) (K)

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System ☐ WILL ☒ WILL NOT be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may sell the RECs to a third party. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

Cooling Off Period/ Right to Cancel (L)

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In addition to any rights you have under state or local law, you ☒ HAVE ☐ DO NOT HAVE the right to terminate this Contract without penalty within 10 *[no less than three]* business days of 9/16/2019 by notifying Provider in writing at the above address.

SEIA Solar Business Code (M)

Provider and Installer ☒ DO ☐ DO NOT abide by and agree to be bound by the *SEIA Solar Business Code* (www.seia.org/code) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit www.seia.org/consumers or email SEIA at consumer@seia.org.

Additional Disclosures or Terms (N)

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SEIA® SOLAR PURCHASE DISCLOSURE ADDENDUM – ESTIMATED COST PER kWh

This form is designed to accompany, not replace, the SEIA® Solar Purchase Disclosure.
It provides an estimate of the cost of electricity produced by your solar energy system (System) over the life of the System.

This addendum is not a substitute for your purchase contract, loan or any other documents associated with this transaction.
Information presented below is subject to the terms of your purchase contract.

Read all documents carefully so you fully understand the transaction.

For more information on being a smart solar consumer please visit www.seia.org/consumers

PROVIDER: Sunrun Installation Services Inc. Address: 225 Bush St., Ste 1400 San Francisco, CA 94104 Tel.: 888.GO.SOLAR License # (if applicable): License No. 294836 Email: customercare@sunrun.com	INSTALLER: Sunrun Installation Services Inc. Address: 225 Bush St., Ste 1400 San Francisco, CA 94104 Tel.: 888.GO.SOLAR State/County Contractor License #: License No. 294836 Email: customercare@sunrun.com	WARRANTY/MAINTENANCE PROVIDER: (If Different from Installer or Provider): Address: Tel.: License # (If applicable) Email:
CUSTOMER: Coy McDaniel Customer ID: PK33VDR1VLLV-K System Installation Address: 13077 N 99th Pl, Scottsdale, AZ, 85260 Customer Mailing Address: 13077 N 99th Pl, Scottsdale, AZ, 85260 Email: coymcdaniel@gmail.com		

COST PER KILOWATT-HOUR**ESTIMATED AVERAGE COST OF SOLAR ELECTRICITY PRODUCED BY YOUR SYSTEM OVER SYSTEM**

LIFETIME: \$0.076 /kWh
System Characteristics

System Size: 9.135 kW

Estimated System Lifetime: ___ 20 years ___ 25 years ☒ 30 years

Estimated Production in Year 1: 16934 kWh

Estimated Average Annual Panel Degradation Rate: 0.50 %

Costs

Initial System Cost: \$35,200.00

Total Financing Cost: unknown (if applicable)

Total Operations & Maintenance (O&M) Costs: \$0

O&M Costs Include:

Incentives

Federal, State, Local or Utility Incentives/Rebates Included in this Estimate:

Solar Investment Tax Credit

State Tax Credit

Value of Incentive/Rebates Included: \$10,600.00

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My Custom Solar Design

Prepared by Coy M



Electrical Panel Location (Exterior) Inverter Location (Exterior) Roofs

My Information

Coy McDaniel
13077 N 99th Pl
Scottsdale, AZ 85260

System

Annual Usage 15,930 kWh
Estimated System Size 9.14 kWp
Estimated Energy Offset 106%

Modules (29) LONGi Green Energy Technology
60HPH-315M

Inverters 1 x SolarEdge Technologies
SE7600H-USRGM

Approval

I have reviewed My Custom Solar Design and approve of the placement of solar panels identified above. I understand that the actual number and their precise placement may vary based on engineering, installation, and solar energy production considerations, including roof type, shading, and other factors.

DocuSigned by:

Coy McDaniel

CC14875B383E40F...

Customer Signature

9/16/2019

Date