



13302 Century Blvd, Garden Grove, CA 92843
800.700.2488 | gosolartime.com
CSLB CA 1005515 | Workers' Comp PO# 9137129 | Liability PO# CIP262404

Customer

[Redacted Customer Information]

Installation Location

[Redacted Installation Location]

Date

January 18, 2017

Here are the key terms of your SolarTime Purchase Agreement

4.86 kW DC

System Size

25 yr

System Warranty

SolarTime Promises to You

- We provide a money-back energy performance guarantee.
- We warrant all of our roofing work.
- We warrant and repair the System
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-accessible monitoring at no additional cost to you.
- The pricing in this Agreement is valid for 30 days after ___January 18, 2017_____.

Your SolarTime Purchase Agreement Details

Contract Price \$26,515.00
Est. first year production \$8,062.16 kWh

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WT

This Purchase Agreement is between SolarTime ("SolarTime", "we" or "Contractor") and you ("Customer") for the sale and installation of the solar system described below (the "Project" or the "System") at your home (the "Property" or your "Home"). We look forward to helping you produce clean, renewable solar energy at your Home. The Parties agree as follows:

KEY TERMS AND CONDITIONS

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

Sale and installation of a 4.86 kW DC photovoltaic system consisting of PV modules, corresponding inverter(s) and a mounting system designed for installation and operation at your Home.

2. CONTRACT PRICE

The Contract Price for the Project is \$1000.

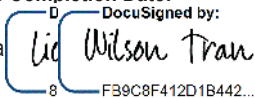
The Contract Price is subject to any change orders agreed to in writing by both parties.

3. INSTALLATION TIMELINE

SolarTime will install the System within a reasonable amount of time after we sign this Agreement but no later than twelve (12) months from the date of this Agreement, which shall be of the essence. We will schedule your System installation at a mutually convenient date and time. When SolarTime completes installation of the solar panels and the inverter(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

Approximate Start Date: 60-120 days from the date of this Agreement **2/1/2017/2/2017**

Approximate Completion Date: 60-120 days from the date of this Agreement

This performance may be adjusted as provided in this Agreement, including delays due to late payments or unforeseen conditions.  F39C8F412D1B442...

4. SCHEDULE OF PAYMENTS

PAYMENT	TIMING	AMOUNT	NOTES
Deposit	Due at Contract Signing		Initial Deposit
Payment 1	Due When Installation Begins		Summit Plans City Permit &...
Payment 2	Due Upon Completion		Deliveries Materials / Final Inspections, 40%
Final Payment	Rebate Assignment		Final Payment
Total			(includes any applicable sales tax)

The pricing in this Agreement is valid for 30 days after January 18, 2017. If you don't sign this Agreement and return it to us on or prior to 30 days after February 18, 2017, SolarTime reserves the right to reject this Agreement unless you agree to our then current pricing.

6. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

7. ADDITIONAL RIGHTS TO CANCEL

IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS AGREEMENT UNDER SECTION 6 AND UNDER SECTION 1 OF THE GENERAL TERMS AND CONDITIONS, YOU MAY ALSO CANCEL THIS AGREEMENT AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF THE INSTALLATION OF YOUR SYSTEM.

Purchase Agreement



Customer's Name:

Signature: _____

Signature: _____
Wilson Tran, CEO

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND SOLARTIME THAT PERTAIN TO THE "SYSTEM" DEFINED IN THIS AGREEMENT.

1. CHANGES, PERMITS, REBATES, INCENTIVES

Both parties will have the right to terminate this Agreement, without penalty or fee, if SolarTime determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the earlier of (i) one (1) week prior to your scheduled System installation date and (ii) one (1) month after we inform you in writing of the revised size, cost or production estimate. Any changes to the System will be documented in a written amendment to this Agreement signed by both you and SolarTime. You authorize SolarTime to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

You acknowledge that the System equipment and materials we will furnish and install are subject to cost increases. We will hold the Contract Price for six (6) months after the date of this Agreement. After six (6) months, if the cost of any System equipment or material rises by any unusual amount because of circumstances beyond SolarTime's control, including but not limited to market price fluctuation or a site audit that reveals the need for additional materials or labor, then SolarTime shall have the right to present you with a change order for the System equipment with a new price. You will have the right to accept or reject this new price and get your deposit, if any, back. If you do not accept the new price, SolarTime shall have the right to terminate this Agreement and issue you a full refund, upon which the parties shall have no further obligations to one another.

SolarTime will obtain any necessary permits at SolarTime's cost. SolarTime shall not be responsible for delays in work due to the actions of any permitting and regulatory agencies or their employees. You will pay SolarTime for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities.

The rebate and incentive calculations SolarTime provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. SolarTime will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but SolarTime shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Contract Price in full regardless of the actual amount of rebates and/or incentives received.

2. SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments (see Key Terms and Conditions) must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **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. Customer may, at its discretion, issue payment to Contractor via joint check with any of Contractor's subcontractors or suppliers.**

Note about Extra Work Extra Work and Change Orders become part of the Agreement. This is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order shall describe (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii)

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the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

3. PROPERTY CONDITIONS

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that SolarTime is not responsible for any known or unknown Property conditions.

4. EXISTING CONDITIONS

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

5. COST OR DELAY DUE TO UNFORESEEN CONDITIONS

SolarTime is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond SolarTime's reasonable control (all of which shall be considered "Force Majeure Events"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If SolarTime discovers unforeseen conditions requiring additional cost, then SolarTime shall present such costs to you and get your written approval before beginning or continuing performance. **Failure to provide such approval may result in SolarTime exercising its termination rights pursuant to Section 8 of this Agreement.**

6. PROPERTY ACCESS

You grant SolarTime and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (B) installing, using and maintaining electric lines and inverters and meters necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (C) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System.

7. TITLE AND RISK OF LOSS

Title to the Project shall transfer to you when we complete installation of the Project. After delivery of the System equipment and materials to your Property, other than damage directly resulting from SolarTime's actions, you bear risk of loss to the System for all causes of loss not covered by Exhibit 2 and for all losses occurring after the end of the Warranty Period (see Exhibit 2). SolarTime retains all SolarTime-owned intellectual property rights on any of the equipment installed in your System, including but not limited to patents, copyrights and trademarks and any data generated by SolarTime's monitoring system.

8. FORCE MAJEURE

SolarTime shall not be responsible for any delay or non-performance under this Agreement, upon seven (7) days written notice, for any material or non-material breach, for any failure of Customer to agree to a change order, for any failure of Customer to pay

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SolarTime any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to SolarTime in the performance process.

9. REMEDIES UPON CUSTOMER'S BREACH

Without limiting any of SolarTime's other rights and remedies, upon any reach by Customer, including any failure of Customer to pay SolarTime any amount due, SolarTime shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; and (v) any other legal remedies including but not limited to mechanics liens or similar remedies.

10. MECHANICS' LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, SolarTime shall, prior to any further payment, furnish to Customer a full and unconditional release from any claim or mechanics' lien pursuant to applicable law for that portion of the work for which payment has been made. See Exhibit 3 for applicable lien notices and warnings required by law.

11. SOLARTIME'S INSURANCE

- a. **Commercial General Liability Insurance (CGL).** SolarTime carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- b. **Workers' Compensation Insurance.** SolarTime carries workers' compensation insurance for all employees in compliance with law.

12. INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

13. WARRANTY

YOU UNDERSTAND THAT THE PROJECT IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL UNDER HIS AGREEMENT ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SOLARTIME HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. WE BOTH AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL,

INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

(b) Actual Damages

NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED \$1,000,000, INCLUDING WITHOUT LIMITATION, DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY DURING THE PERFORMANCE OF THE PROJECT OR RESULTING FROM THE PROJECT.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, SOLARTIME DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOLARTIME SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM SOLARTIME IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

15. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist within 50 (fifty) miles of your Home, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than SolarTime's last written settlement offer. When determining whether your award is higher than SolarTime's last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and SolarTime may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any

such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and SolarTime.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

16. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

17. SELLING YOUR HOME

If you sell your Home you can:

(i) Transfer this Agreement

All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to Section 9 of the Performance Guarantee and Limited Warranty.

(ii) Move the System to Your New Home

The System can be moved to your new home pursuant to Section 5 of the Performance Guarantee and Limited Warranty.

18. PUBLICITY

SolarTime may publicly use or display any images, details, price and any other non-personally identifying information of the Project unless you initial the space below. If you do not initial the space below, you give SolarTime permission to take pictures of the Project as installed on your Home to show to other customers or display on our website.

Homeowner's Initials (optional)

19. ENTIRE AGREEMENT; CHANGES

This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. SolarTime may assign or subcontract any of its rights or obligations under this Agreement to any successor, partner or purchaser.

**EXHIBIT 1 (SOLARTIME COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by SolarTime of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to SolarTime 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 SolarTime regarding the return shipment of the goods at SolarTime's expense and risk. If you do make the goods available to SolarTime and SolarTime 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 SolarTime, or if you agree to return the goods to SolarTime and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to SolarTime, 13302 Century Blvd, Garden Grove, CA 92843 NOT LATER THAN MIDNIGHT of the date that is THREE (3) BUSINESS DAYS from the date you signed the Power Purchase Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____.

Customer's Signature:



**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by SolarTime of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to SolarTime 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 SolarTime regarding the return shipment of the goods at SolarTime's expense and risk. If you do make the goods available to SolarTime and SolarTime 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 SolarTime, or if you agree to return the goods to SolarTime and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to SolarTime, 13302 Century Blvd, Garden Grove, CA 92843 NOT LATER THAN MIDNIGHT of the date that is THREE (3) BUSINESS DAYS from the date you signed the Power Purchase Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____.

Customer's Signature:

EXHIBIT 2
PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this "Limited Warranty") is SolarTime's agreement to provide you warranties on the System you purchased under the Agreement. The System will be professionally installed by SolarTime at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start the survey of your Home for the System. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

SolarTime warrants the System as follows:

(i) System Warranty

Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the full length of the manufacturer's warranty (the "Term");

(ii) Roof Warranty

When we penetrate your roof during a System installation we will warrant roof damage we cause due to our roof penetrations. This roof warranty will run the longer of (A) the first ten (10) years of the Term following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof; and

(iii) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property and pay you for the damage we cause, as limited by Section 6, for the full Term (except damages that result from our roof penetrations, which damages are covered for the first ten (10) years of the Term).

Under each of these warranties, SolarTime will repair or replace any damage, defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. SolarTime may use new or reconditioned parts when making repairs or replacements. SolarTime may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at SolarTime's discretion.

(b) Performance Guarantee

(i) Power Production Guarantee

SolarTime guarantees that during the Term the System will generate the guaranteed kilowatt-hours (kWh) ("Guaranteed kWh") in the table set forth below as follows:

Year	Total kWh	Agreed Price/kWh
2	15,299	0.16
4	15,223	0.16
6	15,147	0.16
8	15,071	0.16
10	14,995	0.16
12	14,919	0.16
14	14,843	0.16
16	14,768	0.16
18	14,696	0.16
20	14,624	0.16

Table 1.

If at the end of each successive twenty-four (24) month anniversary of the first day of the month immediately following the month in which your System commences operation the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then we will pay you directly an amount equal to the difference, if any, between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of **0.00%** on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

For example, if the first twenty-four (24) month period commences on October 1, 2013 and ends on September 30, 2015, and the energy the System was supposed to generate is less than the energy the System was guaranteed to generate during such twenty-four (24) month period,

we will pay you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh. See the table below for a real world example.

Example Guaranteed kWh	Example Actual kWh	Example Agreed \$/kWh Energy Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

Table 2.

If at the end of each successive twenty-four (24) month anniversary of the first day of the month immediately following the month in which your System commences operation the Actual kWh is **greater** than the Guaranteed kWh during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future.

"Actual kWh" means the AC electricity produced by your System in kWh measured and recorded by SolarTime during each successive twenty-four (24) month anniversary of the first day of the month immediately following the month in which your System commences operation. To measure the Actual kWh we will use a monitoring system or, to the extent such services are not available, we will estimate the Actual kWh by reasonable means.

"Agreed Energy Price per kWh" is set out in Table 1 above.

(ii) Monitoring System

During the Term, we will provide you at no additional cost a monitoring system. SolarTime will install a proprietary monitoring system that captures and displays historical power generation data over an Internet connection and consists of hardware located on site and software hosted by SolarTime. If the System is not operating within normal ranges, the monitoring system will alert us and we will remedy any material issues.

(iii) Output Warranty

The System's rated electrical output during the first ten (10) years of the Term shall not decrease by more than fifteen percent (15%).

(c) Maintenance and Operation

(i) General

When the System is installed, SolarTime will provide you with a Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. SolarTime will perform all required System maintenance. Cleaning of the System will be free the first time, but will be a minimum charge of \$120 every time after depending on the size of the System.

(ii) Monitoring System

The monitoring system requires a high-speed Internet line to operate. Therefore, during the Term, you agree to maintain the communication link between the monitoring system and the System and between monitoring system and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverters. This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line, then (A) we will not be able to monitor the System and provide you with a performance guarantee, and (B) you will be required to provide SolarTime with annual production information from your inverter.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 8 below;
- B. writing us a letter and sending it via overnight mail with a well-known service to the address in Section 8 below; or
- C. sending us a fax at the number in Section 8 below.

(ii) Transferable Limited Warranty

SolarTime will accept and honor any valid and properly submitted Warranty claim made during the Term by any person who purchases your Home from you.

(e) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than SolarTime or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) your failure to perform, or breach of, your obligations under this Limited Warranty, including not reporting System failure or damage, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide, or you modify or alter the System;
- (iii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (iv) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (v) theft or vandalism of the System;
- (vi) any gross negligence or willful misconduct by you or your agents or representatives;
- (vii) any System damage caused by one of the following natural disasters: earthquake, flood, named windstorms/hurricanes;
- (viii) your failure to cooperate with SolarTime during the claims coverage evaluation process;
- (ix) with respect to the obligations under sections 2(b), 2(d), and 5(b) only, any lost power production or System damage that results from any Force Majeure Event (as defined below);
- (x) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem;
- (xi) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty; and
- (xii) damage or loss to the System due to ball strikes.

Any cash payout to you is limited to the payouts described in Section 2(b) of this Limited Warranty. SolarTime will not make cash payments for any System damage. Rather, it will make System repairs as provided in this Limited Warranty.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of excess snow sliding or falling.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SOLARTIME WITH RESPECT TO THE SYSTEM. SOLARTIME HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

3. YOUR ADDITIONAL OBLIGATIONS

- (a) You grant to SolarTime and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty.
- (b) If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to Section 5 of this Limited Warranty.
- (c) During the Term, you agree:
 - (i) to only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
 - (ii) to keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when SolarTime installed it;
 - (iii) to keep the panels clean, pursuant to this Limited Warranty and the Guide;
 - (iv) to not modify your Home in a way that shades that System;

- (v) to be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);
- (vi) to not remove any markings or identification tags on the System;
- (vii) to permit SolarTime, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (viii) to not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (ix) to notify SolarTime if you think the System is damaged, appears unsafe or is stolen; and
- (x) that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without SolarTime's prior written consent.

4. SOLARTIME'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

5. SYSTEM REPAIR, RELOCATION OR REMOVAL

(a) Repair

You agree that if (i) the System needs any repairs that are not the responsibility of SolarTime under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the system is being relocated to another home you own, you will have SolarTime, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation.

(b) Removal/Moving

SolarTime will remove and replace the System from your roof while roof repairs are being made for a payment of \$699 plus the cost of materials. You will need to provide storage space for the System during such time. Where permitted by your utility and under the Agreement, SolarTime will work with you to move the System to your new home as follows: (i) SolarTime will conduct an audit of your existing Home and new home to determine if a move is commercially feasible. This audit will be free of charge. If SolarTime determines that a move is commercially feasible, it will then move the System for an additional payment of \$699 plus the cost of materials. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation.

6. FORCE MAJEURE

If SolarTime is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, SolarTime will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) SolarTime, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) SolarTime's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs); and
- (c) No SolarTime obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by SolarTime's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from SolarTime's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than SolarTime including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by SolarTime or under its control.

7. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 7(c) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SOLARTIME OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL,

INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, SolarTime's total liability arising out of relating to this Limited Warranty shall in no event exceed one million dollars (\$1,000,000) for damages to your Home, Belongings and Property.

8. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO SOLARTIME: SolarTime
Attn: Warranty Claims
13302 Century Blvd
Garden Grove, CA 92843
Telephone: 800.700.2488
Facsimile: 800.700.2488
Email: info@gosolartime.com

TO YOU: At the billing address in the Agreement
or any subsequent billing address you give us.

9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

SolarTime may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of SolarTime's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

EXHIBIT 3
STATE-SPECIFIC PROVISIONS

CALIFORNIA CONTRACTOR LICENSING INFORMATION: CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

- Visit CSLB's Internet website at www.cslb.ca.gov
- Call CSLB at 800-321-CSLB (2752)
- Write CSLB at P.O. Box 26000, Sacramento, CA 95826

CALIFORNIA MECHANICS LIEN WARNING:

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.