

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$ 19,318.12

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

THREE-DAY RIGHT TO CANCEL (NOT SENIOR CITIZEN)

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel (All customers under 65)

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

FIVE-DAY RIGHT TO CANCEL (SENIOR CITIZEN)

If the attached contract was not negotiated at the contractor's place of business, and you are sixty-five (65) years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel (Customers 65 or older)

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SOLAR PURCHASE

Agreement



You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

PREPARED FOR
Rebecca Spencer
2845 Syd Rd
Greenwood, CA 95635

PREPARED BY
V3 ELECTRIC
customerservice@v3electric.com
1-844-V3POWER
Notice of cancellations can be sent to this address

DETAILS

Project Summary

Description of the project, significant materials to be used, and equipment to be installed.



HIGHLIGHTS

SYSTEM SIZE	2.8 kW
NUMBER OF PANELS	8
kWh PRICE	0.1725
EST. 1 YR PRODUCTION	4,290 kWh
MONITORING DEVICE	Cellular GSM
PANEL MAKE & MODEL	Hanwha Q-Cell 350W
INVERTER MAKE	SolarEdge

DETAILS

Project Summary

- Site Analysis to Determine Ideal Location for Solar System
- System Design, Engineering, and Permitting with Local AHJ
- Professional Installation that Meets All CA Energy Commission Mandates
- Interconnection Processing with Local Utility
- Friendly and Helpful Customer Service Throughout the Entire Process
- PV Panel Production Warranty - 25 Years
- Workmanship Warranty - 10 Years
- Optional Maintenance Package
- Optional Monitoring Package

SOLAR PURCHASE
Agreement

METHOD OF PAYMENT	PAYMENT SCHEDULE	COST BREAKDOWN
<input type="checkbox"/> CASH <input type="checkbox"/> SUNLIGHT <input type="checkbox"/> PACE FINANCING <input checked="" type="checkbox"/> MOSAIC	<ol style="list-style-type: none"> 1. \$- DUE AT SIGNING (IF CASH) 2. \$19,318.12 DUE AT INSTALLATION 3. \$- BALANCE DUE AT COMPLETION 	Total Installation Costs: \$19,318.12 *Federal Tax Credit: \$5,022.71 *SGIP Rebate: Effective Purchase Price: \$14,295.41

Completion of solar panel installation constitutes substantial work on the project.

APPROX. START DATE **5/14/21**

APPROX. END DATE **8/12/21**

MONTHLY PAYMENT	\$61.68
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No down payment required. The fixed Annual Percentage Rate for a 25 year loan is 1.99%. The amount of your first 17 payments will be \$61.68. If you make a 26% prepayment in month 18, your remaining 282 payments will remain approximately \$61.68.

If no prepayment is made, the remaining 282 payments will be \$83.99. Initial R.S.

*Tax credits are an estimated amount. As the purchaser and owner of a solar photovoltaic system, you may qualify for certain federal, state, local or other rebates, SGIP, tax credits, or incentives (collectively, "Incentives"). If you have any questions as to whether and when you qualify for any Incentives and the amount of such Incentives, please consult and discuss with your personal tax or financial advisor.

V3 Electric makes no representation, warranty or guarantee as to the availability or amount of such Incentives. Buyer has the right to require the contractor to have performance and payments bond.

*Please refer to Section 5 for more details on available tax credits and rebates.

Solar Purchase Agreement

1. INTRODUCTION

This SOLAR PURCHASE AGREEMENT, together with all documents expressly incorporated herein, (the "Agreement" or "SPA") is entered into on the Transaction Date set forth on the signatures page, by and between V3 ELECTRIC INC., a California corporation, together with Our successor and assigns, ("Seller", "We," "Us," "Our," or "V3 Electric") and the undersigned CUSTOMER(s), together with Your successors and permitted assigns, ("Customer," "You," "Your," or "Buyer") (collectively, the "Parties," and each, a "Party"). We agree to sell You the photovoltaic system (the "System") installed by Us on Your home (the "Property"). If You have any questions regarding this Agreement, please consult with Your V3 Electric sales representative.

2. PAYMENTS; LATE FEES

- a. **Payment Terms.** Unless the System is financed through one of Our partners, You are required to honor the following payment terms: (i) In order to confirm intent to proceed with installation and to reserve the specified equipment, the following payment shall be due at signing: the lesser of either one thousand (\$1,000) dollars or ten percent (10%) of the total purchase price of the System ("Payment 1"); (ii) Upon completion of installation of the System and all associated electrical work, You shall pay ninety percent (90%) of the total purchase amount of the System minus any payment made under Payment 1 ("Payment 2"); and (iii) Upon the receipt of "Permission to Operate" ("PTO") from Your Utility, You shall pay the remainder of the total purchase price of the System, in addition to any fees or other payments pursuant to [Section 2\(d\)](#) below ("Payment 3") (collectively, the "Payments"). V3 Electric shall not submit for PTO with Your Utility, until such time as We have received Payment 1 and 2.
- b. **Invoicing.** V3 Electric will invoice You after each respective Payment milestone mentioned above. All Payments are due within ten (10) days of the invoice date.
- c. **Payment Methods.** V3 Electric accepts the following payment methods:
 1. **Automatic debit.** You may pay Your Payments via automatic debit from Your checking or savings account (ACH). We will debit Your bank account on the due date of the Payments should You choose to set up Payments under this option.
 2. **Check.** You may pay Your Payments via check made payable to V3 Electric, sent via mail to the address listed in [Section 12](#).
 3. **Credit Card.** You may also pay Your Payments with an accepted credit card (VISA, Mastercard, American Express, Discover). A three percent (3%) additional credit card processing fee will be added to each invoiced amount for any Payments made by credit card.
- d. **Late Charges and Fees.** In addition to any applicable cancellation fees in [Section 16\(d\)](#), You agree to pay the following, as applicable:
 1. **Returned Check Fee.** Twenty-five dollars (\$25) (or such lower amount as required by law) for any Payment checks returned or refused by Your bank;
 2. **Late Payments.** Any Payments past the due date shall accrue a reasonable administrative late fee as follows: (i) should Payment 1 or 3, described in [Section 2\(a\)](#), become past due, You agree to pay a twenty-five (\$25) dollar late payment fee; and (ii) should Payment 2, described in [Section 2\(a\)](#), become past due, You agree to pay a one hundred fifty (\$150) dollar late payment fee. V3 Electric reserves the right to amend or change any late payment fee or prescribe any reasonable fee for payment obligations not mentioned above.
 3. **Taxes.** Your current Payments consists of \$0 in taxes. If any taxes (including but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of solar services, the Property, or the transaction itself, and are paid by V3 Electric rather than You, You agree to pay or reimburse V3 Electric for all such taxes, except to the extent that You are prohibited from doing so by law.

3. OUR WORK

- a. **Our Work.** Our work on the System includes design, permit, and supply of the equipment and material typically necessary for a complete and operable solar system. We, or an approved contractor, will perform the installation of the equipment on Your Property and acquire approval from Your Utility. We will assist with turning the System on if requested.

Solar Purchase Agreement

- b. **Design.** V3 Electric will provide You with a preliminary System design and schedule a time to visit Your Property to confirm that the preliminary design will fit on Your Property's roof and finalize the design (the "Site Survey"). The design of the System will vary depending on the physical specifications of the Property's roof(s), site conditions, shading, roof tilt, roof conditions, etc. The final design of the System will be presented to You prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, You will be deemed to have approved the System design as presented to You by Us. V3 Electric will use commercially reasonable efforts to accommodate requests for changes. After You provide written or deemed approval, V3 Electric may begin installation.
1. **Site Survey.** In order to perform the Site Survey, You agree to allow V3 Electric employees and/or its contractors/agents reasonable access to Your Property and roof(s) in order to obtain any data related to the design of a viable System. If We cause any damage to Your Property during the Site Survey, V3 Electric will repair the damage during the installation of the System. If, during or after the Site Survey, We discover any concealed or hidden conditions or issues with the Property that may delay, prevent, or alter the completion of the System once we start installation, We will explain the issue to You, determine if additional costs are required to mitigate or correct the problem and, if needed, propose an updated system. It may be recommended that You undertake preparation of Your Property prior to installation, in accordance with [Section 3\(d\)\(i\)](#) below, in order to achieve maximum solar system performance.
 2. **Professional Engineering Services.** V3 Electric does NOT provide any professional engineering services. All engineering services are contracted to licensed independent contractors.
- c. **Permitting.** V3 Electric will obtain any permits needed for installation of the System. You agree to cooperate with V3 Electric and assist V3 Electric in obtaining any permits or any additional documentation needed, including the Net Energy Metering agreement ("NEM"). Permitting time will vary depending on Your jurisdiction and other conditions. If the property is governed by a Homeowners Association ("HOA") we will make reasonable efforts to help You acquire the necessary approval, permits, and necessary documentation to allow the System to be installed on Your Property.
- d. **Installation.** The System installation will be performed by V3 Electric employees or its approved contractors. Our personnel are licensed as required by applicable state law, regulations, or codes, and we carry insurance as listed in [Section 6\(c\)\(2\)](#).
1. **Installation Preparation.** Your Property may require additional preparation work that needs to be done prior to installation of the System ("Installation Preparation"). If Your electrical system requires an electrical panel upgrade, we will perform the necessary work on Your Property so that the System can be accommodated.
 2. **Inspections.** After installation is complete, we will schedule a time for a representative of Your local jurisdiction to inspect the System and Your Property for compliance with applicable building codes. Should Your Property not pass inspection due to any defects in Our work as outlined in this [Section](#), V3 Electric will make good faith efforts to correct the defects and schedule another inspection.
- e. **Interconnection.** After the installation of the System and Your Property has passed Inspections, we will submit, on Your behalf, the NEM application to Your Utility. You agree to:
1. Sign the NEM within five (5) business days of receipt;
 2. Not turn on the System prior to receiving PTO from Your Utility; and
 3. Reasonably comply with any requests by Your Utility or V3 Electric to obtain PTO.
- f. **Exclusions.** We do not do or provide any of the following under this Agreement:
1. Structural framing work for any part of the roof or structure;
 2. Correction of mistakes of another contractor or subcontractor, including if the Property was not built to applicable building codes;
 3. Repair of any pre-existing roofing damage or conditions resulting from a substandard roof or pre-existing substandard roof installation work not completed by V3 Electric;

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4. Correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the System (for ground mounted system);
5. Movement of Your personal items around the Property;
6. Installation or repair of fences;
7. Removal and extermination of existing insect or pest infestations;
8. Removal and repair of existing rot, testing or mitigation of mold, fungus, mildew, or organic pathogens;
9. Professional engineering services unrelated to this Agreement; and/or
10. Any studies or permitting beyond the basic building permit.

4. BATTERY

- a. Your System purchase may or may not include one or more batteries. If You did not choose to purchase a battery with the System, this Section may be disregarded.
- b. Each battery will also contain a storage-enabled inverter capable of providing power dependent on the current state of battery charge. Each battery will draw its charge from the System and will provide backup power within the limitations of the System, as determined by V3 Electric. Not all electrical loads are suitable for backup operations, upon site review, some circuits may be excluded. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT YOUR ENTIRE HOME. Eligible backup loads must be located in the same electrical panel used to connect the System at the time of install.
- c. **Warning.** Customer will be responsible for failure and/or damage to the battery due to backing up more loads than V3 Electric approved and/or changing battery settings. If the battery settings or backup circuits are altered by You or any party other than V3 Electric, the production estimates and any projected savings You have discussed with a representative of V3 Electric may become void. Should such an event occur, You agree that V3 Electric will not be held responsible or liable for any direct or indirect damage or loss, foreseeable or unforeseeable.
- d. WHILE V3 ELECTRIC BELIEVES THE BATTERY(IES) WILL BE ABLE TO PROVIDE BACKUP POWER DURING POWER OUTAGE, V3 ELECTRIC PROVIDES NO GUARANTEE OR WARRANTY THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT V3 ELECTRIC WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP POWER, AND V3 ELECTRIC DISCLAIMS ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.
- e. Under normal conditions of use, the battery(ies) should pose no danger to You. However, if mishandled, the battery(ies) may become dangerous and could pose dangers including, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. Your initials below indicate that You have read, understood, and accepted the provisions set forth in this Section.

Batteries included: None Agreed and accepted by (Initials): R.S.

5. TAX CREDITS; REBATES

You understand that the tax credit indicated on this Agreement, the "Federal Tax Credit," is an estimated amount. You may, as the purchaser of the System, qualify for this or other federal, state, local, or other rebates, SGIP, tax credits, incentives, allowances, benefits, or certificates that are attributed, allocated, or related to the System, the energy, or environmental attributes thereof, including, but not limited to, renewable energy credits, green tags, carbon offset credits, or any other non-power attributes of the System. V3 Electric makes no guarantee, warranty, or other representation as to the availability or amount

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of such incentives. Should You have questions about whether You qualify for these incentives, please consult a tax or financial advisor.

6. AGREEMENT OBLIGATIONS; INSURANCE.

- a. **System and Property Maintenance.** As part of the System and Property Maintenance, You agree to:
 1. Be responsible for any conditions that might affect the installation (e.g. tree trimming or removal, unpermitted prior constructions in Your Property);
 2. Permit Us, with reasonable notice, to inspect the System for proper operation, if You request an inspection of the System in accordance with Your purchased maintenance package You may have purchased with this System, as outlined in [Exhibit 3](#) herein;
 3. If repairs by Us are necessary, reasonably cooperate with Us when repairs are being made;
 4. Grant V3 Electric and its employees, agents, and contractors the right to reasonably access the System as necessary for the purposes of installing, constructing, operating, repairing, removing, and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System, if such repairs or alterations are requested by You as part of any maintenance package You may have purchased with this System, as outlined in [Exhibit 3](#) herein;
 5. Allow Us to remotely administer and control the System in connection with demand response or other programs in coordination with Your Utility to maintain the stability and/or reliability of the electrical grid;
 6. Not alter any battery settings pursuant to [Section 4](#), if Your System includes any battery(ies); and
 7. If Your Property is governed by an HOA or similar organization, obtain all necessary authorization from the governing entity for the System to be installed at Your Property and advise Us of any requirements or conditions that may impact our System or installation process related to Your Property's governing entity.
- b. **System Construction; Repair; and Our Obligations.** We agree to:
 1. At a convenient time to all Parties, construct and install the System according to written design plans that You review;
 2. Notify You of any material changes to the System that may need to be made prior to installation, so that You may review the necessary changes;
 3. Repair the System in accordance with the Limited Warranty, as outlined in [Exhibit 2](#) herein;
 4. If applicable, monitor, and maintain the System in accordance with the Optional Monitoring and Maintenance Agreement, as outlined in [Exhibit 3](#) herein;
 5. Keep Your Property reasonably free from waste materials or garbage caused by Our operations and, prior to the In-Service date, remove all tools, installation equipment, machinery, waste materials, and garbage related to the installation of the System from and around the Property;
 6. Repair any damage We caused to Your Property during installation, free of charge; and
 7. Not put a lien on Your Property.
- c. **Insurance.**
 1. You understand that V3 Electric does not insure the System and it is recommended that You carry insurance covering damage to the System and the Property, including damage resulting from the System and not caused by the gross negligence of V3 Electric. It is Your responsibility to determine whether installation of the System will impact Your existing coverage and if additional insurance is required.
 2. Our insurance coverages (all coverages are underwritten by a carrier with an AM Best rating of A- or better):
 - a. Workers' compensation, subject to statutory limits;
 - b. Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
 - c. Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate;

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- d. Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident;
- e. Excess liability insurance with a limit of five million (\$5,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and
- f. Any other insurance required by applicable laws or regulations.

7. REPAIRS

If at any time repairs to the System need to be made by V3 Electric, We will coordinate with You to schedule a repair service call to address the repairs. An additional fee may be required. Additionally, We warrant Our installation labor for up to ten (10) years or any such period of time as required by applicable law. If a defect directly related to our installation labor occurs within ten (10) years of the installation date, We will repair Your Property at no cost to You. We also provide repair services in accordance with any maintenance package(s) You may purchase, as outlined in [Exhibit 3](#) herein.

8. FORCE MAJEURE

V3 Electric 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, V3 Electric's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the System, war, riot, terrorism, insurrection, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute, 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), or unavailability of power from the utility grid.

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, V3 Electric must give You notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If V3 Electric claims Force Majeure, it must:

- i. Make reasonable attempts to continue to perform under the Agreement;
- ii. Quickly act to correct the problem caused by the Force Majeure;
- iii. Make reasonable efforts to limit damage to You; and
- iv. Notify You when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

9. LIMITATION OF LIABILITY

- a. V3 Electric's liability to You under this Agreement shall be limited to direct, actual damages only. You agree that in no event shall either Party be liable to the other for incidental, consequential, punitive, exemplary, special, or indirect damages, lost profits or losses relating to this agreement, in tort or contract, including any negligence or otherwise.
- b. **Actual Damages.** V3 Electric may be liable to You and any other person(s) 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 two million US Dollars (\$2,000,000). 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 Property is located.

10. INDEMNIFICATION

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE, AND HOLD HARMLESS V3 ELECTRIC, 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 V3 ELECTRIC 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, V3 ELECTRIC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. V3 ELECTRIC IS NOT A UTILITY COMPANY AND WILL NOT BECOME YOUR UTILITY COMPANY. 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.

11. ARBITRATION; CLASS ACTION WAIVER

- a. **Resolution of Disputes.** PLEASE READ THIS SECTION CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN US SHALL BE RESOLVED BY BINDING ARBITRATION BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY AND THAT SUCH PROCESS REPLACES THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. This [Section](#) sets the procedure for resolving any disputes related to or arising out of this Agreement (the "Dispute"). Unless otherwise agreed upon in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the resolution of the Dispute.
1. **Informal Dispute Resolution.** If a Dispute arises out of this Agreement, the Parties agree to first try to resolve the Dispute informally and in good faith. Most customer concerns can be resolved quickly and amicably by calling Our customer service department at 844.837.6937 and We encourage You to contact Us about any concern. Prior to the commencement of any arbitration, a written notice of the Dispute must be sent by You via certified mail to the address listed in [Section 12](#) of this Agreement. V3 Electric will send a written notice of Dispute to Your Installation Address as provided to Us. If the Parties fail to reach an informal agreement to resolve the Dispute within thirty (30) days after the notice of Dispute is received, You or V3 Electric may commence formal arbitration as outlined below. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the Parties try to informally resolve any Dispute. If You claim any deficiencies or nonperformance in the solar System's installation or function, You must allow us to visually inspect the System and obtain or download pertinent performance data from the System.
 2. **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", Title 9 of the U.S. Code). EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILLING OUT THE NECESSARY FORMS WITH JAMS. ONLY DISPUTES INVOLVING YOU AND V3 ELECTRIC MAY BE ADDRESSED IN THE ARBITRATION. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE PROPERTY. 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. IF THERE IS CONFLICT BETWEEN THE JAMS RULES AND THIS AGREEMENT, THIS AGREEMENT WILL GOVERN. 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. TO LEARN MORE ABOUT ARBITRATION, YOU CAN CALL ANY JAMS OFFICE OR REVIEW THE MATERIALS AT WWW.JAMSADR.COM.

- a. *Procedure.* You may, in arbitration, seek all remedies available to You under this Agreement as interpreted under California law. The arbitration hearing will take place in the federal judicial district of the Home, unless You and V3 Electric agree to another location in writing. In order to initiate arbitration proceedings, You or V3 Electric must take the following actions:
 1. 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.
 2. Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 3. Send one (1) copy of the demand for arbitration to the other Party. You and V3 Electric agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at Your billing address and V3 Electric's principal executive office, respectively.
- b. *Costs and Fees.* If You initiate arbitration, You agree to pay up to one hundred fifty (\$150) dollars of the initiation fees, and V3 Electric will pay any initiation fees in excess of one hundred fifty (\$150) dollars along with all of the arbitration fees and costs. If V3 Electric initiates arbitration, We will pay all the initiation fees and costs. 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, V3 Electric will pay Your attorney's fees and expenses of travel to the arbitration.
- b. **CLASS ACTION WAIVER.** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. NEITHER YOU NOR V3 ELECTRIC 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.
- c. **Choice of Law.** The laws of the state where Your Property is located shall govern this Agreement without giving effect to conflict of laws principles.

12. WRITTEN NOTICE & CORRESPONDENCE.

All notices, demands, or requests related to this Agreement must be in writing and will be sent to the Customer at the Property'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 V3 Electric at:

c/o V3 Electric Inc.
Attn: Legal Department
4925 Robert J Mathews Parkway, Suite 100
El Dorado Hills, CA, 95762
Phone: 844.837.6937

13. 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

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provisions of this agreement, shall NOT be construed to be a continuing waiver of such provisions or a Party's right to enforce that provision, or affect the validity of this Agreement.

14. ENTIRE AGREEMENT; SEVERABILITY

This Agreement and any Exhibits incorporated herein, constitutes the entire Agreement between the Parties. There are no other agreements, either written or oral. This Agreement is considered to be fully integrated. Any change to this Agreement must be made in writing and signed by both Parties. Only an authorized officer of V3 Electric may execute any changes to this agreement on behalf of V3 Electric.

If any provision of this Agreement is held to be invalid, prohibited, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, or unenforceable, and in all other respects this Agreement shall remain in full force and effect, or shall be interpreted or re-written so as to make them enforceable.

15. PRIVACY/PUBLICITY

You expressly grant V3 Electric the right to publicly use, display, share, and advertise photographic images, System details, price, and other non-personally identifying information regarding the System. We will not knowingly release any personally identifiable information about You or any data associating You with the System location. You may opt out of this publicity clause by checking the box below on the signature page, or by providing Us written notice pursuant to [Section 12](#). If You have any questions regarding our publicity usage of the System, please consult with Your sales representative.

16. RIGHT TO CANCEL

- a. We may revoke Our offer to enter into this Agreement at Our sole discretion if You do not read, accept, sign, and send the Agreement to Us within ten (10) calendar days after the date we present this Agreement to You.
- b. After the final production numbers and pricing details have been presented to You by a representative of Seller (the "Post Appointment" or the "Post Site Survey Appointment"), You have up to three (3) business days, or if you are the age of sixty-five (65) or older, You have up to five (5) days to provide written notice of cancellation to Us (the "Right to Cancel Period"). Should You choose to exercise Your cancellation right within the Right to Cancel Period, this Agreement will be terminated at no penalty to You. After the Right to Cancel Period has expired, either on the fourth (4th) or sixth (6th) day, depending on Your age, and onwards after the Post Appointment, this Agreement may NOT be cancelled without penalty other than as set forth in this [Section](#).
- c. In addition to the right to cancel as described above, You may cancel this Agreement without penalty if:
 1. We find necessary that You must pay for any Site Preparation work to accommodate the System;
 2. If We fail to substantially perform the work outlined in [Section 3](#), and do not correct such failure within ninety (90) days after receiving written notice detailing the nature of the failure to perform along with the date You first noticed the failure.
- d. Should You cancel this Agreement for any reason other than explicitly set forth in [Section 16\(b\) and \(c\)](#) above, You agree to pay the applicable cancellation fee as set forth below:
 1. Before permitting: one thousand three hundred sixty-seven (\$1,367) dollars;
 2. After permitting, but before installation: one thousand eight hundred twenty-nine (\$1,829) dollars;
 3. After permitting, if electrical work has been completed, one thousand eight hundred twenty-nine (\$1,829) dollars, plus any cost for electrical work completed, to be calculated by Our finance department based on the scope of electrical work; or
 4. At installation: the fee will be determined on a case by case basis; Our standard one thousand eight hundred twenty-nine (\$1,829) dollar fee will be charged in addition to any electrical

Solar Purchase Agreement

costs, plus a five hundred (\$500) dollar truck roll fee, and costs for installers' payroll on job site.

- e. We may cancel this Agreement if:
1. A change in the System design changes the expected costs and benefits of this Agreement to V3 Electric;
 2. Concealed conditions that You knew about or reasonably should have known about are discovered that prevent Installation;
 3. You delay in remedying pre-existing conditions that prevent installation of the System;
 4. You fail to respond to V3 Electric's questions and requests and cause the System installation to be delayed for thirty (30) days or more as a result of Your unresponsiveness; and/or
 5. Prior to the start of System installation, there are any changes or proposed changes to Your applicable Utility tariff, including any changes to net metering, net metering not being extended or continued on the same terms, or for any other reason the System does not qualify or is otherwise ineligible for net metering or similar incentives.

Your signature below indicates that You:

1. Are eighteen (18) years of age or older;
2. Are the owner of legal title to the Property and that every person or entity with an ownership interest in the Property has agreed to be bound by the terms and conditions of this Agreement;
3. Have read and understood the payment obligations under [Section 2](#);
4. Acknowledge that you are responsible for making all Payments under the terms of the Agreement;
5. Acknowledge that you understand the insurance provisions set forth in [Section 6\(c\)](#);
6. Acknowledge that you have been advised on Your right to cancel this Agreement;
7. Acknowledge that no person has performed any act as broker in connection with this Agreement; and
8. Acknowledge that You have fully read, understood, and assent to the arbitration terms in [Section 11](#).

You have read this Agreement, and the Exhibits incorporated herein, in their entirety and acknowledge that You have received a copy of this Agreement.

Opt out of privacy provisions described in [Section 15](#).

Rebecca Spencer

Customer's Name (Please Print)

Rebecca Spencer

Customer Signature

2021-06-09

Date

Jakob Kwiatkowski

Seller's Representative (Please Print)

Jakob Kwiatkowski

Seller's Representative Signature

2021-06-09

Date

Solar Purchase Agreement

NOTICE OF RIGHT TO CANCEL

You, the Buyer, have the right to cancel this Contract within three business days of the Post Site Survey Appointment. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third (3rd) business day after You received a signed and dated copy of the Contract that includes this notice. Include Your name, Your address, and the date You received the signed copy of the Contract and this notice.

If You are the age of sixty-five (65) or older, You have the right to cancel this Agreement within five (5) business days of the Post Site Survey Appointment. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the fifth (5th) business day after You received a signed and dated copy of the Contract that includes this notice. Include Your name, Your address, and the date You received the signed copy of the Contract and this notice.

If You cancel, the Contractor must return to You anything You paid within ten (10) days of receiving the notice of cancellation. For Your part, You must make available to the Contractor at Your residence, in substantially as good condition as You received them, goods delivered to You under this Contract or sale. Or, You may, if You wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If You do make the goods available to the Contractor and the Contractor does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may keep them without any further obligation. If You fail to make the goods available to the Contractor, or if You agree to return the goods to the Contractor and fail to do so, then You remain liable for performance of all obligations under the Contract.

For information, contact the Department of Business Oversight, State of California.

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/19/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller (also referred to as V3 Electric) of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric, Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/19/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

V3 ELECTRIC, INC.

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (NOT SENIOR CITIZEN) *Customer Copy*

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/19/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller (also referred to as V3 Electric) of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/19/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (SENIOR CITIZEN)

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/21/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric, Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/21/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

V3 ELECTRIC, INC.

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (SENIOR CITIZEN) *Customer Copy*

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/21/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/21/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

EXHIBIT 2: LIMITED WARRANTY

1. **Introduction.** This "Limited Warranty" is V3 Electric's agreement to provide warranties on the System installed at Your Property pursuant to the Agreement.
2. **Limited Warranties.** Under the warranties covered in this Section, We will repair the damage at no cost to You, when You submit a valid written claim to Us. V3 Electric may, at its sole discretion, add or upgrade any part of the System to ensure that it performs according to the guarantees set forth in this Agreement.
 - a. **Roof Warranty.** All roof penetrations We make to install the System will be made watertight. This warranty will last the longer of (i) the first ten years of the Term or (ii) the length of any existing installation warranty or new home builder performance standard for Your roof. Should We cause any damage due to a fault in Our roof penetrations, We will repair such damage.
 - b. **Damage Warranty.** Should We cause any damage to Your Property or belongings throughout the Term, either through the installation process or any repair or service call, We will repair the damage We caused. This subsection does not cover damages that result from our roof penetrations.
 - c. **System Warranty.** Under normal use and service conditions, the System will be free from defects in workmanship or defects in materials or components for the whole Term.
 - d. The Warranties described in this Section are the only express warranties made by V3 Electric with respect to the System and the roof(s). V3 Electric hereby disclaims any other warranty with respect to the System, written or oral.
3. **Warranty Exclusions.** The Limited Warranties above do not apply to any repairs, replacements, or corrections necessary due to the following:
 - a. Any entity other than V3 Electric or its approved service providers and contractors installed, removed, re-installed, repaired, or moved the System;
 - b. Your breach of, or failure to perform, Your obligations under this Agreement;
 - c. Your breach of this Limited Warranty, including You being unavailable to provide access or assistance to V3 Electric in diagnosing or repairing any damage or problems;
 - d. Destruction or damage caused to the System, or its ability to safely produce electrical power, not caused by V3 Electric or its approved service providers while servicing the System;
 - e. Any Force Majeure events, as defined in Section 8 of the Agreement;
 - f. Shading that was not present at the Property at the commencement of installation or was not kept trimmed to its appearance as of the date of the System installation;
 - g. Any System failure or production lost that is not caused by a defect of the System;
 - h. Damage to Your Property or belongings that results from Our roof penetrations after the end of the Roof Warranty; or
 - i. Damage or loss to the System due to foreign objects acting upon the system (e.g. ball strikes or drone impacts).
4. **Repairs.** Should Your Property or System require any repairs that are not the responsibility of V3 Electric and are not covered under this Limited Warranty, You agree to pay V3 Electric a reasonable total based on the costs incurred by V3 Electric to repair the Property or System so that the System will produce energy as designed for the Agreement. We will send You an itemized list detailing the costs and the contractors used, along with administrative fees if applicable. All charges will be added to Your next available invoice, if applicable.
5. **Removal.** If Your roof requires repairs or modifications beyond the responsibilities of V3 Electric within the first five (5) years, for one-lump sum payment of one thousand four hundred ninety-nine (\$1,499) dollars, We will remove and replace the System from Your roof while roof repairs are being made. If Your roof requires repairs or modifications beyond the responsibilities of V3 Electric beyond the fifth (5th) year anniversary of the installation of the System, You will be invoiced a reasonable amount determined by V3 Electric at the time of the System's removal and replacement. V3 Electric will not relocate Your System to another property You may own should You decide to move. At the end of the Term, should You choose to not exercise Your purchase or renewal options as described

Solar Purchase Agreement

in this Agreement, V3 Electric will remove the System from Your Property at no cost to You. V3 Electric will warrant the roof against water leaks caused by removal of the System for up to one (1) year after the removal. You agree to reasonably cooperate with V3 Electric in removing the System including providing necessary access and space, and V3 Electric will reasonably cooperate with You to schedule removal in a time and manner that is most convenient to all Parties.

6. **Claim Process.** You can make a claim under this Limited Warranty by taking any of the following steps:
 - a. E-mailing Us at CustomerService@V3Electric.com; and
 - b. Writing Us a letter and sending it via overnight mail through the United State Postal Service.

EXHIBIT 3: OPTIONAL MONITORING AND/OR MAINTENANCE AGREEMENT

1. 20-Year Maintenance Agreement:
 - a. If You opt in to purchase the Twenty (20) Year Maintenance agreement, V3 Electric will provide the maintenance of the System for twenty (20) years from the date of PTO issued by Your Utility. During the entire term of the applicable warranties, V3 Electric will repair or replace any defective part, material, or component at no cost or expense to you, including all labor cost. V3 Electric may use new or reconditioned parts when making repairs or replacements. V3 Electric will make every possible effort to provide preventative maintenance to any of the equipment on the System to ensure optimal performance. V3 Electric will submit warranties on your behalf for the solar panels and the inverter. At no time does V3 Electric assume the warranty of the product, nor does V3 Electric make any warranties or guarantees as to the System's production. Outside of the warranted period, but during the term of this agreement, V3 Electric will bill the customer for the cost of the materials and equipment, but labor costs will not be charged.
 - b. System maintenance required due to customer negligence will be billed to the customer at V3 Electric's discretion. In most cases, an hourly service fee, plus the cost of materials and equipment will apply. Cosmetic repairs that do not involve safety or performance shall be made at V3's discretion.
2. 20-Year Monitoring Agreement:
 - a. If You opt in to purchase the Twenty (20) Year Monitoring agreement, V3 Electric will provide monitoring service for the System for twenty (20) years from the date of PTO issued by Your Utility. Monitoring service will be provided through either a Wi-Fi based connection or cellular meter. The System's performance will be verified weekly to ensure the system is functional. If associated error codes or malfunctions are detected for more than seven (7) consecutive days, V3 Electric will make every effort to contact You to determine the issue and set up a Service Call with an approved technician if necessary.
 1. If Your System's monitoring is connected through Wi-Fi, it is Your responsibility to notify V3 Electric if there are any changes to Your internet service throughout the term of this agreement.

Optional Maintenance Package Customer Initials: _____

Optional Monitoring Package Customer Initials: _____

EXHIBIT 4: CALIFORNIA STATE NOTICES AND DISCLOSURES

- A. **CALIFORNIA NOTICE: MECHANICS' LIEN WARNING.** 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 "20-day 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.
- B. **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 twenty (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 Website at www.cslb.ca.gov or call CSLB at 800.321.2752. **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. Pursuant to the terms of this Agreement, if You fail to make any payment when due hereunder, We may file a lien on Your Property.
- C. **CALIFORNIA NOTICE: NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against You as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at Our sole cost and expense, and the above notice does not apply to such work.
- D. **INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Our CSLB contractor's license number is 1000573. 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

Solar Purchase Agreement

more information: VISIT: CSLB's website at www.cslb.ca.gov; CALL: CSLB at 800.321.2752; WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826.



V3 SOLAR SYSTEMS

WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.



STORAGE BATTERY

WARNING: This product can expose you to chemicals including toluene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

[FOR ELECTRONIC SIGNATURES:]

R.S. _____

BY INITIALING HERE, YOU:

- ACKNOWLEDGE RECEIPT OF THIS EXHIBIT 1 THROUGH 4,
- AGREE TO ALL TERMS AND CONDITIONS HEREIN,
- AGREE THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER;
- AGREE THAT YOU ARE THE OWNER OF LEGAL TITLE TO THE PROPERTY AND THAT EVERY PERSON OR ENTITY WITH AN OWNERSHIP INTEREST IN THE PROPERTY HAS AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT;
- AGREE THAT YOU HAVE READ AND UNDERSTOOD THE PAYMENT OBLIGATIONS UNDER SECTION 2;
- HAVE UNDERSTOOD THAT V3 ELECTRIC HAS THE RIGHT TO CHECK YOUR CREDIT;
- ACKNOWLEDGE THAT YOU UNDERSTAND THE INSURANCE PROVISIONS SET FORTH IN SECTION 6(c);
- HAVE READ THIS SOLAR PURCHASE AGREEMENT AND THE EXHIBITS IN THEIR ENTIRETY AND ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT;
- ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED ON YOUR RIGHT TO CANCEL THIS AGREEMENT;
- ACKNOWLEDGE THAT NO PERSON HAS PERFORMED ANY ACT AS BROKER IN CONNECTION WITH THIS AGREEMENT;
- ACKNOWLEDGE THAT YOU HAVE FULLY READ, UNDERSTOOD, AND ASSENT TO THE ARBITRATION TERMS IN SECTION 11; AND
- AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

Signature Certificate

Document Ref.: YWCMG-DP5FT-SEATJ-X3JAP

Document signed by:

	Jakob Kwiatkowski Verified E-mail: jkwiatkowski@v3electric.com	<i>Jakob Kwiatkowski</i>
IP: 50.236.141.166 Date: 10 Jun 2021 01:14:36 UTC		

	Rebecca Spencer Verified E-mail: mark.engemann@colliers.com	<i>Rebecca Spencer</i>
IP: 66.60.161.134 Date: 15 Jun 2021 03:16:29 UTC		

Document completed by all parties on:
15 Jun 2021 03:16:29 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$ 46,617.45

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

THREE-DAY RIGHT TO CANCEL (NOT SENIOR CITIZEN)

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three-Day Right to Cancel (All customers under 65)

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

FIVE-DAY RIGHT TO CANCEL (SENIOR CITIZEN)

If the attached contract was not negotiated at the contractor's place of business, and you are sixty-five (65) years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel (Customers 65 or older)

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SOLAR PURCHASE

Agreement



You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

PREPARED FOR
Rebecca Spencer
2845 Syd Rd
Greenwood, CA 95635

PREPARED BY
V3 ELECTRIC
customerservice@v3electric.com
1-844-V3POWER
Notice of cancellations can be sent to this address

DETAILS

Project Summary

Description of the project, significant materials to be used, and equipment to be installed.



HIGHLIGHTS

SYSTEM SIZE	7 kW
NUMBER OF PANELS	20
kWh PRICE	0.1630
EST. 1 YR PRODUCTION	10,959 kWh
MONITORING DEVICE	Cellular GSM
PANEL MAKE & MODEL	Hanwha Q-Cell 350W
INVERTER MAKE	SolarEdge

DETAILS

Project Summary

- Site Analysis to Determine Ideal Location for Solar System
- System Design, Engineering, and Permitting with Local AHJ
- Professional Installation that Meets All CA Energy Commission Mandates
- Interconnection Processing with Local Utility
- Friendly and Helpful Customer Service Throughout the Entire Process
- PV Panel Production Warranty - 25 Years
- Workmanship Warranty - 10 Years
- Optional Maintenance Package
- Optional Monitoring Package

SOLAR PURCHASE
Agreement

METHOD OF PAYMENT	PAYMENT SCHEDULE	COST BREAKDOWN
<input type="checkbox"/> CASH <input type="checkbox"/> SUNLIGHT <input type="checkbox"/> PACE FINANCING <input checked="" type="checkbox"/> MOSAIC	<ol style="list-style-type: none"> \$- DUE AT SIGNING (IF CASH) \$46,617.45 DUE AT INSTALLATION \$- BALANCE DUE AT COMPLETION 	Total Installation Costs: \$46,617.45 *Federal Tax Credit: \$12,120.54 *SGIP Rebate: Effective Purchase Price: \$34,496.91

Completion of solar panel installation constitutes substantial work on the project.

APPROX. START DATE 5/14/21

APPROX. END DATE 8/12/21

MONTHLY PAYMENT	\$148.82
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No down payment required. The fixed Annual Percentage Rate for a 25 year loan is 1.99%. The amount of your first 17 payments will be \$148.82. If you make a 26% prepayment in month 18, your remaining 282 payments will remain approximately \$148.82.

If no prepayment is made, the remaining 282 payments will be \$202.67. Initial R.S.

*Tax credits are an estimated amount. As the purchaser and owner of a solar photovoltaic system, you may qualify for certain federal, state, local or other rebates, SGIP, tax credits, or incentives (collectively, "Incentives"). If you have any questions as to whether and when you qualify for any Incentives and the amount of such Incentives, please consult and discuss with your personal tax or financial advisor.

V3 Electric makes no representation, warranty or guarantee as to the availability or amount of such Incentives. Buyer has the right to require the contractor to have performance and payments bond.

*Please refer to Section 5 for more details on available tax credits and rebates.

Solar Purchase Agreement

1. INTRODUCTION

This SOLAR PURCHASE AGREEMENT, together with all documents expressly incorporated herein, (the "Agreement" or "SPA") is entered into on the Transaction Date set forth on the signatures page, by and between V3 ELECTRIC INC., a California corporation, together with Our successor and assigns, ("Seller", "We," "Us," "Our," or "V3 Electric") and the undersigned CUSTOMER(s), together with Your successors and permitted assigns, ("Customer," "You," "Your," or "Buyer") (collectively, the "Parties," and each, a "Party"). We agree to sell You the photovoltaic system (the "System") installed by Us on Your home (the "Property"). If You have any questions regarding this Agreement, please consult with Your V3 Electric sales representative.

2. PAYMENTS; LATE FEES

- a. **Payment Terms.** Unless the System is financed through one of Our partners, You are required to honor the following payment terms: (i) In order to confirm intent to proceed with installation and to reserve the specified equipment, the following payment shall be due at signing: the lesser of either one thousand (\$1,000) dollars or ten percent (10%) of the total purchase price of the System ("Payment 1"); (ii) Upon completion of installation of the System and all associated electrical work, You shall pay ninety percent (90%) of the total purchase amount of the System minus any payment made under Payment 1 ("Payment 2"); and (iii) Upon the receipt of "Permission to Operate" ("PTO") from Your Utility, You shall pay the remainder of the total purchase price of the System, in addition to any fees or other payments pursuant to [Section 2\(d\)](#) below ("Payment 3") (collectively, the "Payments"). V3 Electric shall not submit for PTO with Your Utility, until such time as We have received Payment 1 and 2.
- b. **Invoicing.** V3 Electric will invoice You after each respective Payment milestone mentioned above. All Payments are due within ten (10) days of the invoice date.
- c. **Payment Methods.** V3 Electric accepts the following payment methods:
 1. **Automatic debit.** You may pay Your Payments via automatic debit from Your checking or savings account (ACH). We will debit Your bank account on the due date of the Payments should You choose to set up Payments under this option.
 2. **Check.** You may pay Your Payments via check made payable to V3 Electric, sent via mail to the address listed in [Section 12](#).
 3. **Credit Card.** You may also pay Your Payments with an accepted credit card (VISA, Mastercard, American Express, Discover). A three percent (3%) additional credit card processing fee will be added to each invoiced amount for any Payments made by credit card.
- d. **Late Charges and Fees.** In addition to any applicable cancellation fees in [Section 16\(d\)](#), You agree to pay the following, as applicable:
 1. **Returned Check Fee.** Twenty-five dollars (\$25) (or such lower amount as required by law) for any Payment checks returned or refused by Your bank;
 2. **Late Payments.** Any Payments past the due date shall accrue a reasonable administrative late fee as follows: (i) should Payment 1 or 3, described in [Section 2\(a\)](#), become past due, You agree to pay a twenty-five (\$25) dollar late payment fee; and (ii) should Payment 2, described in [Section 2\(a\)](#), become past due, You agree to pay a one hundred fifty (\$150) dollar late payment fee. V3 Electric reserves the right to amend or change any late payment fee or prescribe any reasonable fee for payment obligations not mentioned above.
 3. **Taxes.** Your current Payments consists of \$0 in taxes. If any taxes (including but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of solar services, the Property, or the transaction itself, and are paid by V3 Electric rather than You, You agree to pay or reimburse V3 Electric for all such taxes, except to the extent that You are prohibited from doing so by law.

3. OUR WORK

- a. **Our Work.** Our work on the System includes design, permit, and supply of the equipment and material typically necessary for a complete and operable solar system. We, or an approved contractor, will perform the installation of the equipment on Your Property and acquire approval from Your Utility. We will assist with turning the System on if requested.

Solar Purchase Agreement

- b. **Design.** V3 Electric will provide You with a preliminary System design and schedule a time to visit Your Property to confirm that the preliminary design will fit on Your Property's roof and finalize the design (the "Site Survey"). The design of the System will vary depending on the physical specifications of the Property's roof(s), site conditions, shading, roof tilt, roof conditions, etc. The final design of the System will be presented to You prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, You will be deemed to have approved the System design as presented to You by Us. V3 Electric will use commercially reasonable efforts to accommodate requests for changes. After You provide written or deemed approval, V3 Electric may begin installation.
1. **Site Survey.** In order to perform the Site Survey, You agree to allow V3 Electric employees and/or its contractors/agents reasonable access to Your Property and roof(s) in order to obtain any data related to the design of a viable System. If We cause any damage to Your Property during the Site Survey, V3 Electric will repair the damage during the installation of the System. If, during or after the Site Survey, We discover any concealed or hidden conditions or issues with the Property that may delay, prevent, or alter the completion of the System once we start installation, We will explain the issue to You, determine if additional costs are required to mitigate or correct the problem and, if needed, propose an updated system. It may be recommended that You undertake preparation of Your Property prior to installation, in accordance with [Section 3\(d\)\(i\)](#) below, in order to achieve maximum solar system performance.
 2. **Professional Engineering Services.** V3 Electric does NOT provide any professional engineering services. All engineering services are contracted to licensed independent contractors.
- c. **Permitting.** V3 Electric will obtain any permits needed for installation of the System. You agree to cooperate with V3 Electric and assist V3 Electric in obtaining any permits or any additional documentation needed, including the Net Energy Metering agreement ("NEM"). Permitting time will vary depending on Your jurisdiction and other conditions. If the property is governed by a Homeowners Association ("HOA") we will make reasonable efforts to help You acquire the necessary approval, permits, and necessary documentation to allow the System to be installed on Your Property.
- d. **Installation.** The System installation will be performed by V3 Electric employees or its approved contractors. Our personnel are licensed as required by applicable state law, regulations, or codes, and we carry insurance as listed in [Section 6\(c\)\(2\)](#).
1. **Installation Preparation.** Your Property may require additional preparation work that needs to be done prior to installation of the System ("Installation Preparation"). If Your electrical system requires an electrical panel upgrade, we will perform the necessary work on Your Property so that the System can be accommodated.
 2. **Inspections.** After installation is complete, we will schedule a time for a representative of Your local jurisdiction to inspect the System and Your Property for compliance with applicable building codes. Should Your Property not pass inspection due to any defects in Our work as outlined in this [Section](#), V3 Electric will make good faith efforts to correct the defects and schedule another inspection.
- e. **Interconnection.** After the installation of the System and Your Property has passed Inspections, we will submit, on Your behalf, the NEM application to Your Utility. You agree to:
1. Sign the NEM within five (5) business days of receipt;
 2. Not turn on the System prior to receiving PTO from Your Utility; and
 3. Reasonably comply with any requests by Your Utility or V3 Electric to obtain PTO.
- f. **Exclusions.** We do not do or provide any of the following under this Agreement:
1. Structural framing work for any part of the roof or structure;
 2. Correction of mistakes of another contractor or subcontractor, including if the Property was not built to applicable building codes;
 3. Repair of any pre-existing roofing damage or conditions resulting from a substandard roof or pre-existing substandard roof installation work not completed by V3 Electric;

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4. Correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the System (for ground mounted system);
5. Movement of Your personal items around the Property;
6. Installation or repair of fences;
7. Removal and extermination of existing insect or pest infestations;
8. Removal and repair of existing rot, testing or mitigation of mold, fungus, mildew, or organic pathogens;
9. Professional engineering services unrelated to this Agreement; and/or
10. Any studies or permitting beyond the basic building permit.

4. BATTERY

- a. Your System purchase may or may not include one or more batteries. If You did not choose to purchase a battery with the System, this Section may be disregarded.
- b. Each battery will also contain a storage-enabled inverter capable of providing power dependent on the current state of battery charge. Each battery will draw its charge from the System and will provide backup power within the limitations of the System, as determined by V3 Electric. Not all electrical loads are suitable for backup operations, upon site review, some circuits may be excluded. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT YOUR ENTIRE HOME. Eligible backup loads must be located in the same electrical panel used to connect the System at the time of install.
- c. **Warning.** Customer will be responsible for failure and/or damage to the battery due to backing up more loads than V3 Electric approved and/or changing battery settings. If the battery settings or backup circuits are altered by You or any party other than V3 Electric, the production estimates and any projected savings You have discussed with a representative of V3 Electric may become void. Should such an event occur, You agree that V3 Electric will not be held responsible or liable for any direct or indirect damage or loss, foreseeable or unforeseeable.
- d. WHILE V3 ELECTRIC BELIEVES THE BATTERY(IES) WILL BE ABLE TO PROVIDE BACKUP POWER DURING POWER OUTAGE, V3 ELECTRIC PROVIDES NO GUARANTEE OR WARRANTY THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT V3 ELECTRIC WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP POWER, AND V3 ELECTRIC DISCLAIMS ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.
- e. Under normal conditions of use, the battery(ies) should pose no danger to You. However, if mishandled, the battery(ies) may become dangerous and could pose dangers including, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. Your initials below indicate that You have read, understood, and accepted the provisions set forth in this Section.

Batteries included: None Agreed and accepted by (Initials): R.S.

5. TAX CREDITS; REBATES

You understand that the tax credit indicated on this Agreement, the "Federal Tax Credit," is an estimated amount. You may, as the purchaser of the System, qualify for this or other federal, state, local, or other rebates, SGIP, tax credits, incentives, allowances, benefits, or certificates that are attributed, allocated, or related to the System, the energy, or environmental attributes thereof, including, but not limited to, renewable energy credits, green tags, carbon offset credits, or any other non-power attributes of the System. V3 Electric makes no guarantee, warranty, or other representation as to the availability or amount

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of such incentives. Should You have questions about whether You qualify for these incentives, please consult a tax or financial advisor.

6. AGREEMENT OBLIGATIONS; INSURANCE.

- a. **System and Property Maintenance.** As part of the System and Property Maintenance, You agree to:
1. Be responsible for any conditions that might affect the installation (e.g. tree trimming or removal, unpermitted prior constructions in Your Property);
 2. Permit Us, with reasonable notice, to inspect the System for proper operation, if You request an inspection of the System in accordance with Your purchased maintenance package You may have purchased with this System, as outlined in [Exhibit 3](#) herein;
 3. If repairs by Us are necessary, reasonably cooperate with Us when repairs are being made;
 4. Grant V3 Electric and its employees, agents, and contractors the right to reasonably access the System as necessary for the purposes of installing, constructing, operating, repairing, removing, and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System, if such repairs or alterations are requested by You as part of any maintenance package You may have purchased with this System, as outlined in [Exhibit 3](#) herein;
 5. Allow Us to remotely administer and control the System in connection with demand response or other programs in coordination with Your Utility to maintain the stability and/or reliability of the electrical grid;
 6. Not alter any battery settings pursuant to [Section 4](#), if Your System includes any battery(ies); and
 7. If Your Property is governed by an HOA or similar organization, obtain all necessary authorization from the governing entity for the System to be installed at Your Property and advise Us of any requirements or conditions that may impact our System or installation process related to Your Property's governing entity.
- b. **System Construction; Repair; and Our Obligations.** We agree to:
1. At a convenient time to all Parties, construct and install the System according to written design plans that You review;
 2. Notify You of any material changes to the System that may need to be made prior to installation, so that You may review the necessary changes;
 3. Repair the System in accordance with the Limited Warranty, as outlined in [Exhibit 2](#) herein;
 4. If applicable, monitor, and maintain the System in accordance with the Optional Monitoring and Maintenance Agreement, as outlined in [Exhibit 3](#) herein;
 5. Keep Your Property reasonably free from waste materials or garbage caused by Our operations and, prior to the In-Service date, remove all tools, installation equipment, machinery, waste materials, and garbage related to the installation of the System from and around the Property;
 6. Repair any damage We caused to Your Property during installation, free of charge; and
 7. Not put a lien on Your Property.
- c. **Insurance.**
1. You understand that V3 Electric does not insure the System and it is recommended that You carry insurance covering damage to the System and the Property, including damage resulting from the System and not caused by the gross negligence of V3 Electric. It is Your responsibility to determine whether installation of the System will impact Your existing coverage and if additional insurance is required.
 2. Our insurance coverages (all coverages are underwritten by a carrier with an AM Best rating of A- or better):
 - a. Workers' compensation, subject to statutory limits;
 - b. Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
 - c. Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate;

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- d. Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident;
- e. Excess liability insurance with a limit of five million (\$5,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and
- f. Any other insurance required by applicable laws or regulations.

7. REPAIRS

If at any time repairs to the System need to be made by V3 Electric, We will coordinate with You to schedule a repair service call to address the repairs. An additional fee may be required. Additionally, We warrant Our installation labor for up to ten (10) years or any such period of time as required by applicable law. If a defect directly related to our installation labor occurs within ten (10) years of the installation date, We will repair Your Property at no cost to You. We also provide repair services in accordance with any maintenance package(s) You may purchase, as outlined in [Exhibit 3](#) herein.

8. FORCE MAJEURE

V3 Electric 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, V3 Electric's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the System, war, riot, terrorism, insurrection, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute, 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), or unavailability of power from the utility grid.

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, V3 Electric must give You notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If V3 Electric claims Force Majeure, it must:

- i. Make reasonable attempts to continue to perform under the Agreement;
- ii. Quickly act to correct the problem caused by the Force Majeure;
- iii. Make reasonable efforts to limit damage to You; and
- iv. Notify You when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

9. LIMITATION OF LIABILITY

- a. V3 Electric's liability to You under this Agreement shall be limited to direct, actual damages only. You agree that in no event shall either Party be liable to the other for incidental, consequential, punitive, exemplary, special, or indirect damages, lost profits or losses relating to this agreement, in tort or contract, including any negligence or otherwise.
- b. **Actual Damages.** V3 Electric may be liable to You and any other person(s) 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 two million US Dollars (\$2,000,000). 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 Property is located.

10. INDEMNIFICATION

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE, AND HOLD HARMLESS V3 ELECTRIC, 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 V3 ELECTRIC 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, V3 ELECTRIC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. V3 ELECTRIC IS NOT A UTILITY COMPANY AND WILL NOT BECOME YOUR UTILITY COMPANY. 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.

11. ARBITRATION; CLASS ACTION WAIVER

- a. **Resolution of Disputes.** PLEASE READ THIS SECTION CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN US SHALL BE RESOLVED BY BINDING ARBITRATION BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY AND THAT SUCH PROCESS REPLACES THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. This [Section](#) sets the procedure for resolving any disputes related to or arising out of this Agreement (the "Dispute"). Unless otherwise agreed upon in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the resolution of the Dispute.
1. **Informal Dispute Resolution.** If a Dispute arises out of this Agreement, the Parties agree to first try to resolve the Dispute informally and in good faith. Most customer concerns can be resolved quickly and amicably by calling Our customer service department at 844.837.6937 and We encourage You to contact Us about any concern. Prior to the commencement of any arbitration, a written notice of the Dispute must be sent by You via certified mail to the address listed in [Section 12](#) of this Agreement. V3 Electric will send a written notice of Dispute to Your Installation Address as provided to Us. If the Parties fail to reach an informal agreement to resolve the Dispute within thirty (30) days after the notice of Dispute is received, You or V3 Electric may commence formal arbitration as outlined below. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the Parties try to informally resolve any Dispute. If You claim any deficiencies or nonperformance in the solar System's installation or function, You must allow us to visually inspect the System and obtain or download pertinent performance data from the System.
 2. **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", Title 9 of the U.S. Code). EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILLING OUT THE NECESSARY FORMS WITH JAMS. ONLY DISPUTES INVOLVING YOU AND V3 ELECTRIC MAY BE ADDRESSED IN THE ARBITRATION. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE PROPERTY. 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. IF THERE IS CONFLICT BETWEEN THE JAMS RULES AND THIS AGREEMENT, THIS AGREEMENT WILL GOVERN. 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. TO LEARN MORE ABOUT ARBITRATION, YOU CAN CALL ANY JAMS OFFICE OR REVIEW THE MATERIALS AT WWW.JAMSADR.COM.

- a. *Procedure.* You may, in arbitration, seek all remedies available to You under this Agreement as interpreted under California law. The arbitration hearing will take place in the federal judicial district of the Home, unless You and V3 Electric agree to another location in writing. In order to initiate arbitration proceedings, You or V3 Electric must take the following actions:
 1. 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.
 2. Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 3. Send one (1) copy of the demand for arbitration to the other Party. You and V3 Electric agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at Your billing address and V3 Electric's principal executive office, respectively.
- b. *Costs and Fees.* If You initiate arbitration, You agree to pay up to one hundred fifty (\$150) dollars of the initiation fees, and V3 Electric will pay any initiation fees in excess of one hundred fifty (\$150) dollars along with all of the arbitration fees and costs. If V3 Electric initiates arbitration, We will pay all the initiation fees and costs. 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, V3 Electric will pay Your attorney's fees and expenses of travel to the arbitration.
- b. **CLASS ACTION WAIVER.** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. NEITHER YOU NOR V3 ELECTRIC 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.
- c. **Choice of Law.** The laws of the state where Your Property is located shall govern this Agreement without giving effect to conflict of laws principles.

12. WRITTEN NOTICE & CORRESPONDENCE.

All notices, demands, or requests related to this Agreement must be in writing and will be sent to the Customer at the Property'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 V3 Electric at:

c/o V3 Electric Inc.
Attn: Legal Department
4925 Robert J Mathews Parkway, Suite 100
El Dorado Hills, CA, 95762
Phone: 844.837.6937

13. 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

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provisions of this agreement, shall NOT be construed to be a continuing waiver of such provisions or a Party's right to enforce that provision, or affect the validity of this Agreement.

14. ENTIRE AGREEMENT; SEVERABILITY

This Agreement and any Exhibits incorporated herein, constitutes the entire Agreement between the Parties. There are no other agreements, either written or oral. This Agreement is considered to be fully integrated. Any change to this Agreement must be made in writing and signed by both Parties. Only an authorized officer of V3 Electric may execute any changes to this agreement on behalf of V3 Electric.

If any provision of this Agreement is held to be invalid, prohibited, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, or unenforceable, and in all other respects this Agreement shall remain in full force and effect, or shall be interpreted or re-written so as to make them enforceable.

15. PRIVACY/PUBLICITY

You expressly grant V3 Electric the right to publicly use, display, share, and advertise photographic images, System details, price, and other non-personally identifying information regarding the System. We will not knowingly release any personally identifiable information about You or any data associating You with the System location. You may opt out of this publicity clause by checking the box below on the signature page, or by providing Us written notice pursuant to [Section 12](#). If You have any questions regarding our publicity usage of the System, please consult with Your sales representative.

16. RIGHT TO CANCEL

- a. We may revoke Our offer to enter into this Agreement at Our sole discretion if You do not read, accept, sign, and send the Agreement to Us within ten (10) calendar days after the date we present this Agreement to You.
- b. After the final production numbers and pricing details have been presented to You by a representative of Seller (the "Post Appointment" or the "Post Site Survey Appointment"), You have up to three (3) business days, or if you are the age of sixty-five (65) or older, You have up to five (5) days to provide written notice of cancellation to Us (the "Right to Cancel Period"). Should You choose to exercise Your cancellation right within the Right to Cancel Period, this Agreement will be terminated at no penalty to You. After the Right to Cancel Period has expired, either on the fourth (4th) or sixth (6th) day, depending on Your age, and onwards after the Post Appointment, this Agreement may NOT be cancelled without penalty other than as set forth in this [Section](#).
- c. In addition to the right to cancel as described above, You may cancel this Agreement without penalty if:
 1. We find necessary that You must pay for any Site Preparation work to accommodate the System;
 2. If We fail to substantially perform the work outlined in [Section 3](#), and do not correct such failure within ninety (90) days after receiving written notice detailing the nature of the failure to perform along with the date You first noticed the failure.
- d. Should You cancel this Agreement for any reason other than explicitly set forth in [Section 16\(b\) and \(c\)](#) above, You agree to pay the applicable cancellation fee as set forth below:
 1. Before permitting: one thousand three hundred sixty-seven (\$1,367) dollars;
 2. After permitting, but before installation: one thousand eight hundred twenty-nine (\$1,829) dollars;
 3. After permitting, if electrical work has been completed, one thousand eight hundred twenty-nine (\$1,829) dollars, plus any cost for electrical work completed, to be calculated by Our finance department based on the scope of electrical work; or
 4. At installation: the fee will be determined on a case by case basis; Our standard one thousand eight hundred twenty-nine (\$1,829) dollar fee will be charged in addition to any electrical

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costs, plus a five hundred (\$500) dollar truck roll fee, and costs for installers' payroll on job site.

- e. We may cancel this Agreement if:
1. A change in the System design changes the expected costs and benefits of this Agreement to V3 Electric;
 2. Concealed conditions that You knew about or reasonably should have known about are discovered that prevent Installation;
 3. You delay in remedying pre-existing conditions that prevent installation of the System;
 4. You fail to respond to V3 Electric's questions and requests and cause the System installation to be delayed for thirty (30) days or more as a result of Your unresponsiveness; and/or
 5. Prior to the start of System installation, there are any changes or proposed changes to Your applicable Utility tariff, including any changes to net metering, net metering not being extended or continued on the same terms, or for any other reason the System does not qualify or is otherwise ineligible for net metering or similar incentives.

Your signature below indicates that You:

1. Are eighteen (18) years of age or older;
2. Are the owner of legal title to the Property and that every person or entity with an ownership interest in the Property has agreed to be bound by the terms and conditions of this Agreement;
3. Have read and understood the payment obligations under [Section 2](#);
4. Acknowledge that you are responsible for making all Payments under the terms of the Agreement;
5. Acknowledge that you understand the insurance provisions set forth in [Section 6\(c\)](#);
6. Acknowledge that you have been advised on Your right to cancel this Agreement;
7. Acknowledge that no person has performed any act as broker in connection with this Agreement; and
8. Acknowledge that You have fully read, understood, and assent to the arbitration terms in [Section 11](#).

You have read this Agreement, and the Exhibits incorporated herein, in their entirety and acknowledge that You have received a copy of this Agreement.

Opt out of privacy provisions described in [Section 15](#).

Rebecca Spencer

Customer's Name (Please Print)

Rebecca Spencer

Customer Signature

2021-06-14

Date

Marine Coffman

Seller's Representative (Please Print)

Marine Coffman

Seller's Representative Signature

2021-06-11

Date

Solar Purchase Agreement

NOTICE OF RIGHT TO CANCEL

You, the Buyer, have the right to cancel this Contract within three business days of the Post Site Survey Appointment. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third (3rd) business day after You received a signed and dated copy of the Contract that includes this notice. Include Your name, Your address, and the date You received the signed copy of the Contract and this notice.

If You are the age of sixty-five (65) or older, You have the right to cancel this Agreement within five (5) business days of the Post Site Survey Appointment. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the fifth (5th) business day after You received a signed and dated copy of the Contract that includes this notice. Include Your name, Your address, and the date You received the signed copy of the Contract and this notice.

If You cancel, the Contractor must return to You anything You paid within ten (10) days of receiving the notice of cancellation. For Your part, You must make available to the Contractor at Your residence, in substantially as good condition as You received them, goods delivered to You under this Contract or sale. Or, You may, if You wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If You do make the goods available to the Contractor and the Contractor does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may keep them without any further obligation. If You fail to make the goods available to the Contractor, or if You agree to return the goods to the Contractor and fail to do so, then You remain liable for performance of all obligations under the Contract.

For information, contact the Department of Business Oversight, State of California.

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/19/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller (also referred to as V3 Electric) of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric, Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/19/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

V3 ELECTRIC, INC.

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (NOT SENIOR CITIZEN) *Customer Copy*

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/19/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller (also referred to as V3 Electric) of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/19/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (SENIOR CITIZEN)

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/21/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric, Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/21/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

Solar Purchase Agreement

EXHIBIT 1: NOTICE OF CANCELLATION (SENIOR CITIZEN) *Customer Copy*

Date of Transaction: 5/14/21

You may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the "Post Site Survey Appointment," or on 5/21/21, whichever comes first.

If You cancel, any property traded in, any payments made by You under the contract or sale and any negotiable instrument executed by You will be returned within TEN (10) DAYS following receipt by the Seller of Your cancellation notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the Seller 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 the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If You do make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Seller, or if You agree to return the goods to the Seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to V3 Electric Inc., attn: Customer Service Department, 4925 Robert J Mathews Parkway, El Dorado Hills, CA, 95762, Suite 100, NO LATER THAN MIDNIGHT of 5/21/21, (Date).

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer Signature

Date

EXHIBIT 2: LIMITED WARRANTY

1. **Introduction.** This "Limited Warranty" is V3 Electric's agreement to provide warranties on the System installed at Your Property pursuant to the Agreement.
2. **Limited Warranties.** Under the warranties covered in this [Section](#), We will repair the damage at no cost to You, when You submit a valid written claim to Us. V3 Electric may, at its sole discretion, add or upgrade any part of the System to ensure that it performs according to the guarantees set forth in this Agreement.
 - a. **Roof Warranty.** All roof penetrations We make to install the System will be made watertight. This warranty will last the longer of (i) the first ten years of the Term or (ii) the length of any existing installation warranty or new home builder performance standard for Your roof. Should We cause any damage due to a fault in Our roof penetrations, We will repair such damage.
 - b. **Damage Warranty.** Should We cause any damage to Your Property or belongings throughout the Term, either through the installation process or any repair or service call, We will repair the damage We caused. This subsection does not cover damages that result from our roof penetrations.
 - c. **System Warranty.** Under normal use and service conditions, the System will be free from defects in workmanship or defects in materials or components for the whole Term.
 - d. The Warranties described in this [Section](#) are the only express warranties made by V3 Electric with respect to the System and the roof(s). V3 Electric hereby disclaims any other warranty with respect to the System, written or oral.
3. **Warranty Exclusions.** The Limited Warranties above do not apply to any repairs, replacements, or corrections necessary due to the following:
 - a. Any entity other than V3 Electric or its approved service providers and contractors installed, removed, re-installed, repaired, or moved the System;
 - b. Your breach of, or failure to perform, Your obligations under this Agreement;
 - c. Your breach of this Limited Warranty, including You being unavailable to provide access or assistance to V3 Electric in diagnosing or repairing any damage or problems;
 - d. Destruction or damage caused to the System, or its ability to safely produce electrical power, not caused by V3 Electric or its approved service providers while servicing the System;
 - e. Any Force Majeure events, as defined in [Section 8](#) of the Agreement;
 - f. Shading that was not present at the Property at the commencement of installation or was not kept trimmed to its appearance as of the date of the System installation;
 - g. Any System failure or production lost that is not caused by a defect of the System;
 - h. Damage to Your Property or belongings that results from Our roof penetrations after the end of the Roof Warranty; or
 - i. Damage or loss to the System due to foreign objects acting upon the system (e.g. ball strikes or drone impacts).
4. **Repairs.** Should Your Property or System require any repairs that are not the responsibility of V3 Electric and are not covered under this Limited Warranty, You agree to pay V3 Electric a reasonable total based on the costs incurred by V3 Electric to repair the Property or System so that the System will produce energy as designed for the Agreement. We will send You an itemized list detailing the costs and the contractors used, along with administrative fees if applicable. All charges will be added to Your next available invoice, if applicable.
5. **Removal.** If Your roof requires repairs or modifications beyond the responsibilities of V3 Electric within the first five (5) years, for one-lump sum payment of one thousand four hundred ninety-nine (\$1,499) dollars, We will remove and replace the System from Your roof while roof repairs are being made. If Your roof requires repairs or modifications beyond the responsibilities of V3 Electric beyond the fifth (5th) year anniversary of the installation of the System, You will be invoiced a reasonable amount determined by V3 Electric at the time of the System's removal and replacement. V3 Electric will not relocate Your System to another property You may own should You decide to move. At the end of the Term, should You choose to not exercise Your purchase or renewal options as described

Solar Purchase Agreement

in this Agreement, V3 Electric will remove the System from Your Property at no cost to You. V3 Electric will warrant the roof against water leaks caused by removal of the System for up to one (1) year after the removal. You agree to reasonably cooperate with V3 Electric in removing the System including providing necessary access and space, and V3 Electric will reasonably cooperate with You to schedule removal in a time and manner that is most convenient to all Parties.

6. **Claim Process.** You can make a claim under this Limited Warranty by taking any of the following steps:
 - a. E-mailing Us at CustomerService@V3Electric.com; and
 - b. Writing Us a letter and sending it via overnight mail through the United State Postal Service.

EXHIBIT 3: OPTIONAL MONITORING AND/OR MAINTENANCE AGREEMENT

1. 20-Year Maintenance Agreement:
 - a. If You opt in to purchase the Twenty (20) Year Maintenance agreement, V3 Electric will provide the maintenance of the System for twenty (20) years from the date of PTO issued by Your Utility. During the entire term of the applicable warranties, V3 Electric will repair or replace any defective part, material, or component at no cost or expense to you, including all labor cost. V3 Electric may use new or reconditioned parts when making repairs or replacements. V3 Electric will make every possible effort to provide preventative maintenance to any of the equipment on the System to ensure optimal performance. V3 Electric will submit warranties on your behalf for the solar panels and the inverter. At no time does V3 Electric assume the warranty of the product, nor does V3 Electric make any warranties or guarantees as to the System's production. Outside of the warranted period, but during the term of this agreement, V3 Electric will bill the customer for the cost of the materials and equipment, but labor costs will not be charged.
 - b. System maintenance required due to customer negligence will be billed to the customer at V3 Electric's discretion. In most cases, an hourly service fee, plus the cost of materials and equipment will apply. Cosmetic repairs that do not involve safety or performance shall be made at V3's discretion.
2. 20-Year Monitoring Agreement:
 - a. If You opt in to purchase the Twenty (20) Year Monitoring agreement, V3 Electric will provide monitoring service for the System for twenty (20) years from the date of PTO issued by Your Utility. Monitoring service will be provided through either a Wi-Fi based connection or cellular meter. The System's performance will be verified weekly to ensure the system is functional. If associated error codes or malfunctions are detected for more than seven (7) consecutive days, V3 Electric will make every effort to contact You to determine the issue and set up a Service Call with an approved technician if necessary.
 1. If Your System's monitoring is connected through Wi-Fi, it is Your responsibility to notify V3 Electric if there are any changes to Your internet service throughout the term of this agreement.

Optional Maintenance Package Customer Initials: _____

Optional Monitoring Package Customer Initials: _____

EXHIBIT 4: CALIFORNIA STATE NOTICES AND DISCLOSURES

- A. **CALIFORNIA NOTICE: MECHANICS' LIEN WARNING.** 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 "20-day 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.
- B. **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 twenty (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 Website at www.cslb.ca.gov or call CSLB at 800.321.2752. **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. Pursuant to the terms of this Agreement, if You fail to make any payment when due hereunder, We may file a lien on Your Property.
- C. **CALIFORNIA NOTICE: NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against You as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at Our sole cost and expense, and the above notice does not apply to such work.
- D. **INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB).** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Our CSLB contractor's license number is 1000573. 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

Solar Purchase Agreement

more information: VISIT: CSLB's website at www.cslb.ca.gov; CALL: CSLB at 800.321.2752; WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826.



V3 SOLAR SYSTEMS

WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.



STORAGE BATTERY

WARNING: This product can expose you to chemicals including toluene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

[FOR ELECTRONIC SIGNATURES:]

R.J.

BY INITIALING HERE, YOU:

- ACKNOWLEDGE RECEIPT OF THIS EXHIBIT 1 THROUGH 4,
- AGREE TO ALL TERMS AND CONDITIONS HEREIN,
- AGREE THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER;
- AGREE THAT YOU ARE THE OWNER OF LEGAL TITLE TO THE PROPERTY AND THAT EVERY PERSON OR ENTITY WITH AN OWNERSHIP INTEREST IN THE PROPERTY HAS AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT;
- AGREE THAT YOU HAVE READ AND UNDERSTOOD THE PAYMENT OBLIGATIONS UNDER SECTION 2;
- HAVE UNDERSTOOD THAT V3 ELECTRIC HAS THE RIGHT TO CHECK YOUR CREDIT;
- ACKNOWLEDGE THAT YOU UNDERSTAND THE INSURANCE PROVISIONS SET FORTH IN SECTION 6(c);
- HAVE READ THIS SOLAR PURCHASE AGREEMENT AND THE EXHIBITS IN THEIR ENTIRETY AND ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT;
- ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED ON YOUR RIGHT TO CANCEL THIS AGREEMENT;
- ACKNOWLEDGE THAT NO PERSON HAS PERFORMED ANY ACT AS BROKER IN CONNECTION WITH THIS AGREEMENT;
- ACKNOWLEDGE THAT YOU HAVE FULLY READ, UNDERSTOOD, AND ASSENT TO THE ARBITRATION TERMS IN SECTION 11; AND
- AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

Signature Certificate

Document Ref.: ME7RF-GCCKV-HHU26-THYVQ

Document signed by:

	Marine Coffman Verified E-mail: mcoffman@v3electric.com	
IP: 50.236.141.166 Date: 11 Jun 2021 18:43:56 UTC		

	Rebecca Spencer Verified E-mail: mark.engemann@colliers.com	
IP: 66.60.161.134 Date: 15 Jun 2021 03:18:35 UTC		

Document completed by all parties on:
15 Jun 2021 03:18:35 UTC

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Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

