Solar Equipment Purchase Agreement

Homebuyer Information	
Homebuyer Name(s):	
Address of Property (the "Address"):	7312 Peach Grove Lane Bakersfield, CA 93313
Name of Community (the "Community"):	Treasures at Fox Meadows II Tract 6874-2
Homebuyer Phone:	
Homebuyer Email:	
Customer Service Information	
Customer Service Hotline:	If you have any questions regarding any aspects of this Agreement, please call: 1-888-435-5818 or email: newhomesupport@gaf.energy

BUYER HAS ELECTED TO PURCHASE (CHECK ONE OF THE TWO):

☑ A rooftop photovoltaic system ("**PV System**") with rack-mounted components that convert solar energy to electricity ("**Solar System Components**")

☐ A GAF Energy Timberline Solar® roof energy shingle system ("**PV System**") with components that convert solar energy to electricity ("**Solar System Components**").

IF CHECKED, BUYER HAS ALSO ELECTED TO PURCHASE:

☑ An energy storage system ("**Battery**" or "**ESS**") with battery components that store electricity for use in the Property ("**Battery System Components"**), along with certain fixtures related to these components.

TOGETHER, THE APPLICABLE SYSTEM COMPONENTS ARE REFERRED TO AS THE "SYSTEM".

THE SYSTEM HAS BEEN OR WILL BE INSTALLED AT THE PROPERTY PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Purchase of the System**. The Buyer identified above ("**Buyer**") has entered into a Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") with Lennar Homes of California, LLC ("**Builder**") for the real property located at the Address (the "**Property**"). Buyer desires to purchase the System from GAF Energy LLC, a Delaware limited liability company ("**Company**"). Each of Buyer and Company is hereby referred to herein as a "**Party**" and collectively as the "**Parties**." The System components are described in full in the Equipment List attached as Exhibit A hereto. Company and Buyer acknowledge that Builder is not the seller of the PV System or Battery and is not responsible for the same.

2. **PV System Size:** 4.455 kW DC. The size of the PV System complies with the current energy efficiency requirements of California law that apply to the construction of the Property and the PV System.

3. **Purchase Price**. Buyer will pay to Company the purchase price of $ 28,594 for the installed System (the "**Close of Escrow**"). The funds are to be collected by the escrow agent designated on the settlement statement for the Property's purchase closing and to be delivered to Company.

AFTER ENTERING INTO THIS AGREEMENT, THE CLOSE OF ESCROW CANNOT TAKE PLACE UNLESS THE PURCHASE PRICE SET FORTH ABOVE HAS BEEN PAID TO COMPANY AND THIS AGREEMENT HAS BEEN EXECUTED BY BUYER.

4. **Financial Incentives**. Buyer, not Company or Builder, shall be responsible for applying and qualifying for (or otherwise taking advantage of) any grants, rebates, payments, tax allowances (for example, tax credits, exclusions, deductions or depreciation), or other financial incentives, associated with Buyer's purchase and ownership of the System. Company makes no representation or guarantee that Buyer will be entitled to any such financial incentives, or that they are available.

5. **Warranties Relating to the System**. In connection with the purchase of the System, and effective upon the Close of Escrow, Company hereby assigns or provides (as applicable), the warranties set forth on Exhibit B.

6. **Automatic Termination**: In the event that the Close of Escrow does not occur and the Purchase and Sale Agreement for the real property with Builder is terminated for any reason, then this Agreement shall be automatically cancelled and terminated and neither party shall have any obligations or liabilities under this Agreement.

7. **Rights and Obligations of Company and Buyer after Close of Escrow.**

a) Buyer acknowledges and agrees that the Property may be subject to that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community ("**Solar Declaration**") that is recorded against the Property. Any Solar Declaration in effect as of the Close of Escrow has been received and reviewed by Buyer.

b) Company shall provide Buyer with all documentation necessary for the interconnection of the System with the local utility and activation of the System.

c) If the electricity generated by the System exceeds Buyer's use of electricity at the Property during any applicable calculation period by the local electric utility, local law may entitle Buyer to credits or payments from such utility for the electricity generated by the System that is placed onto the transmission and distribution grid of such utility as a result of such excess. It is Buyer's responsibility to become aware of any changes to local law with respect to such credits or payments. Buyer shall be responsible for signing, returning as soon as practicable (but in any event within ten (10) business days of delivery thereof by Company) and complying with any agreements or other documents in order to obtain such credits and payments, and as necessary for the interconnection and activation of the System with the local electric utility, including a home visit by Company, if necessary. Buyer acknowledges and understands that local law may change, and Buyer may not always be entitled to the same credits or payments from the local electric utility. Company shall not be liable for any damages resulting from the failure to return the documents in a timely manner, and such failure shall be deemed a breach, but not material breach, of this Agreement.

d) Buyer is solely responsible for all electric utility costs at the Property after Close of Escrow. If interconnection or activation of the System installed at the Property is delayed by any cause, Buyer's

initial electric utility costs before the System is activated may be higher than the Buyer's electric utility costs after the System is activated.

e) To reduce response times for System service calls and the impact of inspections on roofs, you agree that the Company may (with at least twenty-four (24) hours' advance notice to you) operate a drone on your Property, from outside the Home, for aerial video inspection of the roof-top PV System and any other objects related to the service call. There is no guarantee that such a drone inspection will not inadvertently view other areas of your Property outside the Home.

8. **Solar Declaration and Shading**. The PV System's production of energy will be reduced or even eliminated if trees or other obstructions are allowed to cause shading of the roof-top solar absorption area ("**Solar Array**") of the PV System. In order to control the effect of shading from obstructions located on neighboring land developed by Builder, the Solar Declaration prohibits the shading of Solar Arrays, as more fully described in the Solar Declaration. The Solar Declaration contains restrictions and guidelines on the height of trees at maturity and other improvements, and on the maintenance or location of trees, landscaping, structures and other improvements that cast a shadow over a Solar Array ("**Prohibited Shading**"). Buyer has been provided with a copy of the Solar Declaration applicable to the Property. Buyer is solely responsible for understanding Buyer's obligations under the Solar Declaration and any restrictions applicable to the Property contained therein. Some neighboring land owned by others may not be subject to the Solar Declaration or any solar shading restrictions, and it may not be possible for Buyer to prevent the Solar Array from being shaded by trees and other obstructions on neighboring land. Buyer must consider the proximity of neighboring land that is not subject to the Solar Declaration or other solar shading restrictions when making a decision to purchase the Property.

9. **Performance or Savings**. The performance of the System will vary depending on a number of factors unique to the Property including, but not limited to, weather, soiling on the System and shading, the use of electricity in the Property, the design of the roof, the design of the System, and its operation. Other than as set forth in this Agreement or in the Limited Warranty, the Company does not guarantee the actual performance or the energy savings that will be achieved by any System.

10. **System Disconnection**. The System is designed to generate and deliver electricity in conjunction with the local utility's electric distribution system. If the local utility's electric service to Buyer's Property is interrupted, the PV System will shut down, and the local utility may disconnect the PV System to protect its service personnel while restoring electric service. The System is configured to provide limited back up power in the event of a power outage, but no excess power will be sent back to the grid.

11. **Dispute Resolution**. The Parties agree to resolve any dispute that arises under this Agreement, or their relationship, pursuant to the provisions set forth in Exhibit C.

12. **Limitation of Liability.** EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

13. **No Liability for Builder**. The Parties acknowledge and agree that:

a) Neither Builder nor any of its affiliates successors or assigns is a party to or bound by any of the provisions of this Agreement;
b) Buyer has not relied on any oral representation or statements made by Builder's representative or any other agent or employee of Builder; and

c) Builder has no liability to Buyer with respect to the System or to Company's obligations under this Agreement.

14. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or U.S. Postal Service, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to Buyer at the Property address set forth in this Agreement. Notices to Company may be sent to the following address: GAF Energy LLC 1 Campus Drive, Parsippany, New Jersey 07054 Attention: New Home Notices; Email: newhomenotices@gaf.energy. Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified herein.

15. **Entire Agreement; Amendments.** The Exhibits referenced in this Agreement are incorporated into this Agreement and together contain the parties' entire agreement regarding the subject matter hereof. There are no unwritten agreements or understandings regarding the subject matter of this Agreement. Any amendment, modification or other change to this Agreement must be in writing and signed by both parties.

16. **Survival**. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 7 (Rights and Obligations of Company and Buyer after Close of Escrow), Section 11 (Dispute Resolution), Section 12 (Limitation of Liability), Section 13 (No Liability for Builder), Section 14 (Notices), Section 15 (Entire Agreement; Amendments), Section 16 (Survival), and Section 17 (Severability); Section 18 (Successors and Assigns), Section 19 (No Waiver), and Section 20 (Governing Law).

17. **Severability.** If any provision or portion thereof of this Agreement is determined to be unenforceable, the remaining provisions or portions thereof shall be enforced in accordance with their terms.

18. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

19. **No Waiver**. No failure or delay on the part of either Party in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any such right shall be deemed a waiver of any other right under this Agreement.

20. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of in which the Property is located, without regard to any of such State's choice of law principles to the contrary. The Parties agree that the exclusive jurisdiction and venue for any litigation hereunder shall be the court having jurisdiction in the county in which the Property is located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Property or other location mutually agreed to by the Parties. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

[**signature page follows**]

SIGNATURE PAGE AND NOTICE TO BUYERS

LIST OF DOCUMENTS TO BE INCORPORATED INTO THE AGREEMENT. These documents are incorporated into this Agreement: (1) Solar Equipment Purchase Agreement; (2) Equipment List attached as Exhibit A; (3) Limited Warranty Terms attached as Exhibit B; (4) Dispute Resolution Procedure attached as Exhibit C; and (5) any additional attachments, disclosures and exhibits, as applicable. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES – SEE Exhibit C.

COMPANY SIGNATURE:	**HOMEBUYER SIGNATURE(S)**:
By signing below, Company agrees to the terms and conditions of this Agreement. **GAF ENERGY LLC,** **a Delaware limited liability company** _____ **Name:** _____ **Title: AUTHORIZED SIGNATORY** **Date Signed:** _____	_____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____
Effective Date: _____ **Address for Notices to Homebuyer(s):** _____ _____	

Exhibit A

EQUIPMENT LIST

IF BUYER HAS ELECTED TO PURCHASE A ROOFTOP PV SYSTEM WITH RACKMOUNTED PHOTOVOLTAIC COMPONENTS, THE PV SYSTEM COMPONENTS WILL CONSIST OF:

- Photovoltaic modular solar energy panels or laminates ("**Solar Array**"),
- Racking system rails, as required by design specifications
- Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- 'L' bracket and "standoff" risers, as required by design specifications
- Junction boxes, as required by design specifications
- Trunk cables and other roof-top electrical wiring; all wiring from Solar Array(s) into home's main electrical panel and between all required electrical accessories
- Disconnects, combiner panels, and other electrical accessories as required by design specifications and/or AHJs
- All related hardware and a solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port, or an active WiFi network, or the Property must be located in an area with cellular service that is reasonably acceptable to Company)

IF BUYER HAS ELECTED TO PURCHASE A PV SYSTEM WITH A TIMBERLINE SOLAR® ENERGY SHINGLE ROOF SYSTEM, THE PV SYSTEM WILL CONSIST OF:

- Photovoltaic solar energy roofing shingles ("**Solar Array**"),
- Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- Rooftop or in-attic junction boxes, as required by design specifications
- All electrical wiring; from Solar Array(s), between all required electrical accessories, and into home's main electrical panel or other point of interconnection, as required by design specifications
- All disconnects, combiner panels, and other electrical accessories as required by design specifications and/or AHJs
- All related hardware and a solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port, or an active WiFi network, or the Property must be located in an area with cellular service that is reasonably acceptable to Company)

IF BUYER HAS ALSO ELECTED TO PURCHASE A BATTERY SYSTEM, THE COMPONENTS WILL CONSIST OF:

- Battery cabinet containing the Battery and Battery electronics
- Battery control panel (which may be called a "gateway" or "transfer switch") serving as the primary hub connecting the PV System, home, and Battery, and containing smart controls to manage energy flow and monitoring equipment
- Battery

Exhibit B

A. Manufacturer's Warranties.

The manufacturers warranties ("Manufacturer Warranties") associated with the PV System shall be assigned to Buyer, and to Buyer's successors, and shall have the warranty terms set forth therein. Company represents and warrants that all Manufacturer Warranties shall cover all PV System components, and shall provide a warranty against defects in, or a breakdown of, the materials or components, of not less than twenty-five (25) years, except for those listed below which shall have a warranty with a term of not less than ten (10) years or the expiration of the applicable statute of repose, whichever is greater.

Equipment	Minimum Manufacturer's Warranty Term
Inverters, including integrated inverters	10 Years
Battery	Varies by manufacturer: 10-15 Years

B. Limited Roof Warranty.

In addition to the above warranties, if, as a result of Solar Installer's installation of the PV System, Buyer's roof is penetrated in an adverse manner (for example, in a manner that results in one or more roof leaks), or is otherwise damaged by Seller or the PV System, Solar Installer shall promptly repair damages caused by Solar Installer or Solar Installer's contractors. Subject to the terms of its Manufacturer Warranty or other applicable warranty, and the exclusions and disclaimers set forth therein, Solar Installer will warrant such roof repairs for the longer of 10 (ten) years following the completion of the PV System activation or the applicable statute of repose or warranty period for the roof given by or required under applicable law to be given by Builder or its Affiliate.

Further, in addition to the above warranties, if the installed PV System comprises of a Timberline Solar® Shingle Roof System, Solar Installer shall assign to Buyer, or Buyer's successors, as applicable, a Manufacturer's Warranty that will warrant the GAF Energy Timberline Solar® Energy Shingles against manufacturing defects including those that cause leaks for a period of twenty-five (25) years beginning from the completion of the PV System activation.

C. Workmanship Warranty.

In addition to the above warranties, Solar Installer warrants that it and its subcontractors are properly licensed to perform the installation of the PV System, and as applicable, the Battery System. For a period beginning from the date the Systems' activation is complete until the greater of ten (10) years thereafter or the applicable statute of repose, Solar Installer warrants that such installation has been performed in a good and workmanlike manner and is free from defects in workmanship or materials, and in strict accordance with (i) any applicable manufacturer**'**s specifications or requirements, and (ii) all applicable laws codes, and other rules or regulations applicable to the performance of the Work. Any portion of Solar Installer**'**s work not complying with the foregoing shall be deemed to be in breach of this section.

D. Transferability.

Solar Installer represents and warrants that all warranties, whether from Solar Installer or from a manufacturer shall be transferable to Buyer, and any successor in interest thereto, to the property on which the work is performed.

Exhibit C

Dispute Resolution Procedure

1. **For any disputes arising out of this Solar Purchase Agreement that involve Builder as well as any of the Parties, the Parties hereby agree to abide by the dispute resolution procedures set forth in the Purchase and Sale Agreement between Buyer and Builder.**

2. For all other disputes between the Parties arising out of this Solar Purchase Agreement, the Parties hereby agree to abide by the following provisions:

(a) **BINDING ARBITRATION OF DISPUTES**. EXCEPT AS SET FORTH IN SECTION (h) BELOW, THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT ANY DISPUTE (HEREINAFTER DEFINED) SHALL BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY OR IN A COURT OF LAW OR EQUITY. "DISPUTES" (WHETHER CONTRACT, WARRANTY, TORT OF ANY TYPE INCLUDING NEGLIGENCE, AND CLAIMS ARISING UNDER ANY STATUTE OR OTHERWISE), SHALL INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT OR ANY DEALINGS BETWEEN COMPANY AND BUYER. BUYER HAS EXECUTED THIS AGREEMENT ON BEHALF OF HIS OR HER SUCCESSORS AND CHILDREN AND OTHER OCCUPANTS OF THE HOME WITH THE INTENT THAT ALL SUCH PARTIES BE BOUND HEREBY. ANY DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A CLAIM OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, IT BEING INTENDED THAT ALL SUCH DISPUTES SHALL BE TIME-BARRED IN THE SAME MANNER AS IF THEY WERE BROUGHT IN COURT.

THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION.

(b) **ARBITRATION PROCEDURE**. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH THE AAA'S ARBITRATION RULES MOST APPLICABLE TO THE SUBJECT MATTER AS ARE IN EFFECT ON THE DATE OF THE REQUEST. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN, AND ENFORCED BY, ANY COURT HAVING JURISDICTION OVER SUCH DISPUTE. IF THE CLAIMED AMOUNT EXCEEDS $250,000.00, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS; HOWEVER IF MUTUALLY AGREED TO BY THE PARTIES, THEN THE DISPUTE SHALL BE HEARD AND DETERMINED BY ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN

THE SUBJECT AREA(S) INVOLVED IN THE DISPUTE, WHICH SHALL INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

(c) **SCOPE OF ARBITRATION**. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS EXHIBIT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS EXHIBIT. COMPANY AND BUYER FURTHER AGREE THAT: (1) ANY DISPUTE INVOLVING COMPANY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, PAST OR PRESENT, SHALL ALSO BE SUBJECT TO ARBITRATION AS SET FORTH HEREIN, AND SHALL NOT BE LITIGATED IN A COURT OF LAW OR EQUITY; (2) COMPANY MAY, AT ITS SOLE ELECTION, INCLUDE COMPANY'S CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS WELL AS WARRANTY PROVIDERS AND INSURERS AS PARTIES TO THE ARBITRATION, IN WHICH CASE BUYER SHALL AGREE TO ARBITRATE ANY DISPUTE BUYER HAS WITH SUCH PARTIES AS SET FORTH IN THIS EXHIBIT; AND (3) THE ARBITRATION SHALL BE LIMITED TO THE PARTIES SPECIFIED HEREIN.

(d) **EFFECT OF ARBITRATION**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND BUYER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS A MUTUALITY OF ALL PARTIES. COMPANY AND BUYER FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF ALL PARTIES.

(e) **COSTS OF INITIATING ARBITRATION**. COMPANY SHALL ADVANCE THE FEES NECESSARY TO INITIATE ARBITRATION, WITH THE COSTS AND ARBITRATOR'S FEES, INCLUDING ONGOING COSTS AND ARBITRATOR'S FEES TO BE PAID AS AGREED BY THE PARTIES, OR, IF THE PARTIES CANNOT AGREE UPON THE PAYMENT OF THE ONGOING COSTS AND FEES, THEN AS DETERMINED BY THE ARBITRATOR, WITH THE OVERALL COSTS AND FEES OF THE ARBITRATION TO BE ULTIMATELY BORNE AS DETERMINED BY THE ARBITRATOR.

(f) **COSTS OF ARBITRATION**. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF THIS ARBITRATION PROVISION IN A COURT OF LAW OR EQUITY, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST, INCLUDING SUCH FEES AND COSTS ASSOCIATED WITH ANY APPELLATE PROCEEDINGS. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH AWARD.

(g) **ARBITRATION RULES**. BUYER MAY OBTAIN ADDITIONAL INFORMATION CONCERNING THE RULES OF AAA BY VISITING ITS WEBSITE WWW.ADR.ORG OR BY WRITING THE AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.

(h) **PARTIES' AGREEMENTS**. THE PARTIES SUPPORT THE PRINCIPLES SET FORTH IN THE CONSUMER DUE PROCESS PROTOCOL DEVELOPED BY THE NATIONAL CONSUMER DISPUTE ADVISORY COMMITTEE AND AGREE TO THE FOLLOWING:

(i) NOTWITHSTANDING THE REQUIREMENTS OF ARBITRATION STATED IN THIS EXHIBIT, "ORDINARY CLAIMS" ARE NOT SUBJECT TO THIS ARBITRATION PROVISION AND MAY BE RESOLVED THROUGH LITIGATION, AT THE INITIATION OF EITHER PARTY. A CLAIM WILL BE CONSIDERED AN "ORDINARY CLAIM" IF ALL THREE OF THE FOLLOWING ARE TRUE: (1) THE ONLY REMEDY BEING SOUGHT FOR THE CLAIM IS MONETARY DAMAGES; (2) THE RECOVERY BEING SOUGHT FOR THE CLAIM IS LESS THAN $25,000, EXCLUDING INTEREST AND COSTS; AND (3) THE ONLY PARTIES TO LITIGATION TO RESOLVE THE CLAIM WILL BE BUYER, COMPANY AND/OR RELATED PARTIES. THE FEES FOR ANY CLAIM PURSUED VIA ARBITRATION IN AN AMOUNT OF $10,000.00 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE APPLICABLE ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES.

(j) **NO WAIVER OF ARBITRATION**. NOTWITHSTANDING THE FOREGOING, EACH OF COMPANY AND BUYER MAY SEEK INJUNCTIVE RELIEF, AND NOT MONETARY DAMAGES, FROM A COURT BECAUSE IRREPARABLE DAMAGE OR HARM WOULD OTHERWISE BE SUFFERED BY EITHER PARTY BEFORE ARBITRATION COULD BE CONDUCTED, AND SUCH ACTIONS SHALL NOT BE INTERPRETED TO INDICATE THAT EITHER PARTY HAS WAIVED THE RIGHT TO ARBITRATE. THE RIGHT TO ARBITRATE SHOULD ALSO NOT BE CONSIDERED WAIVED BY THE FILING OF A COUNTERCLAIM BY EITHER PARTY ONCE A CLAIM FOR INJUNCTIVE RELIEF HAS BEEN FILED WITH A COURT.

(k) **NOTICE**: BY INITIALING IN THE SPACE BELOW, COMPANY AND BUYER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED BY A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW EACH IS GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, EACH MAY BE COMPELLED TO ARBITRATE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

BOTH PARTIES HAVE READ AND UNDERSTAND THE ARBITRATION PROVISIONS AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES PROVISIONS TO NEUTRAL ARBITRATION.

_____	_____
BUYER'S INITIALS	**COMPANY'S INITIALS**

BATTERY ADDENDUM

This Battery Addendum (this "**Addendum**") to the Solar Equipment Purchase Agreement (the "**Equipment Purchase Agreement**") and PV System Limited Warranty (the "**Limited Warranty**", and together with the Equipment Purchase Agreement, the "**System Agreement**") shall hereby supplement or modify the System Agreement as provided below. If there is a conflict between the provisions of the System Agreement and this Addendum, the provisions of this Addendum shall govern. Terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the System Agreements.

Definitions

a. "**Battery System Components**" means the Battery control panel (which may also be called a "gateway" or "transfer switch") serving as the primary hub connecting the PV System, Home and Battery, and containing smart controls to manage energy flow and monitoring equipment provided, however, that Battery System Components do not include the Battery Fixtures.

b. "**Battery Fixtures**" means the materials and parts of the Battery that are not Battery System Components, each as identified below:

i. Battery backed-up loads panel (which may also be called the "critical loads panel") containing all breakers for loads that can be powered by the Battery; and

ii. Battery wiring inside the Home wall cavities, connecting Battery fixtures and System Components

1. Limited Warranty of Battery System

The Batteries in your System are covered by a manufacturer's warranty that has been made available to you. You agree that upon signing the Equipment Purchase Agreement, you received the manufacturer's warranty. If the Batteries in the System fail to perform within the levels specified by the manufacturer's warranty, the Company will repair the Batteries, seek a replacement under the manufacturer's warranty or replace the Batteries at the Company's own cost to ensure the Batteries perform within the manufacturer's levels during the warranty term specified within the manufacturer's warranty. **Accordingly, the warranty coverage term for your Batteries may be shorter than the Warranty Term (as defined in the Limited Warranty)**.

2. Batteries and Use of Power; Release of Liability; Waiver of Claims

The System will include one or more Batteries, which will be installed by the Company or its contractors. Under normal operating conditions, the installed Battery should pose no danger to you. However, if mishandled or damaged, the installed Battery may become dangerous and could pose dangers related, but not limited to fire hazards, high-voltage hazards, and mechanical damage. Please consult your Battery manufacturer's warranty materials for handling and operation information. You agree to release and not hold Company liable for any loss from Battery mishandling or damage you cause.

3. Backup Power; Release of Liability

Your System will provide limited backup power in the event of a utility outage. You acknowledge and agree that only the energy in the Battery, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by the solar system during that outage. The Company provides no guarantee or warranty that Battery backup capacity will be available without interruption during every power outage. You agree that the Company will not be liable in the event the Battery fails to provide backup power and the Company disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery to provide backup power arising out of Company's gross negligence or willful misconduct. DO NOT DEPEND ON BATTERY BACKUP 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.

4. Residential Use Only

Buyer agrees to use the System and any power generated by the System and stored in the Battery solely for personal, family or household purposes. Buyer agrees that the electricity generated by the System may not be used primarily to heat a swimming pool.

5. Authorization to Share Battery Data.

You authorize Company to collect, share, and exchange data related to your Battery, your energy usage and/or energy production, your electric bill, operational data about your Battery, and your location data, for purposes of registering and including your battery in programs relating to energy services, operating and improving such programs, and as otherwise permitted by applicable law.

BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY READ AND AGREES TO THE PROVISIONS OF THIS ADDENDUM INCLUDING (I) THE SECTION ENTITLED "BATTERIES AND USE OF BATTERY POWER; RELEASE OF LIABILITY; WAIVER OF CLAIMS" INCLUDING BUYER'S RELEASE OF COMPANY FROM LIABILITY FOR ANY LOSS FROM BATTERY MISHANDLING OR DAMAGE CAUSED BY BUYER, AND (II) THE SECTION ENTITLED "BACKUP POWER; RELEASE OF LIABILITY" DESCRIBING A BATTERY'S LIMITED STORAGE OF BACKUP POWER.

COMPANY SIGNATURE:	**HOMEBUYER SIGNATURE(S)**:
By signing below, Company agrees to the terms and conditions of this Agreement. **GAF ENERGY LLC,** **a Delaware limited liability company** _____ **Name:** _____ **Title: AUTHORIZED SIGNATORY** **Date Signed:** _____	_____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____ _____ **Name:**_____ **Date Signed:**_____