



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 900 Dorothy Sanders Way, Raleigh, NC, 27601

Owner's Name(s): Opendoor Property Trust I

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed

by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials BB
Buyer Initials _____ Owner Initials _____

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR	
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>06/18/2026</u> If not owner-occupied, how long has it been since the owner occupied the property? <u>never occupied</u>	☐	☒	☐	
A2. In what year was the dwelling constructed? <u>2010</u>			☐	
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☐	☒	
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☒ Brick Veneer ☐ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☒ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other _____			☐	
A5. In what year was the dwelling's roof covering installed? <u>16 years</u>			☐	
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☐	☒	
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☐	☒	
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☐	☒	
A9. Is there a problem, malfunction, or defect with the dwelling's:				
	NA	Yes	No	NR
Foundation	☐	☐	☐	☒
Slab	☐	☐	☐	☒
Patio	☐	☐	☐	☒
Floors	☐	☐	☐	☒
Windows	☐	☐	☐	☒
Doors	☐	☐	☐	☒
Ceilings	☐	☐	☐	☒
Deck	☐	☐	☒	☐
Attached Garage	☒	☐	☐	☐
Fireplace/Chimney	☒	☐	☐	☐
Interior/Exterior Walls	☐	☐	☒	☐
Other: _____	☒	☐	☐	☐

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☐	☒
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☐	☒
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) ☒ Furnace [<u>1</u> # of units] Year: _____ ☐ Heat Pump [_____ # of units] Year: _____ ☐ Baseboard [_____ # of bedrooms with units] Year: _____ ☐ Other: _____ Year: _____			☐

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: Split System Year: Unknown ☐ Wall/Windows Unit(s): _____ Year: 2025
☐ Other: _____ Year: _____

☐

B5. What is the dwelling's fuel source? (Check all that apply)

☒ Electricity ☐ Natural Gas ☒ Solar ☐ Propane ☐ Oil ☐ Other: _____

☐

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☒ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____

☐

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☒ Plastic ☐ Polybutylene ☐ Other: _____

☐

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☒ Electric: 2010 ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ community system ☐ Septic tank ☐ Drip system
☒ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ ☐ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR
Septic system	☒	☐	☐	☐
Sewer system	☐	☐	☐	☒

	NA	Yes	No	NR
Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☐	☒
Water supply (water quality, quantity, or pressure)	☐	☐	☐	☒

Explanations for questions in Section C (identify the specific question for each explanation):

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Buyer Initials _____ Owner Initials _____

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SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

Yes ☐ No ☐ NR ☒

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☐	☐	☐	☒	Irrigation system	☒	☐	☐	☐	Sump pump	☒	☐	☐	☐	Garage Door system	☒	☐	☐	☐
Elevator system or component	☒	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☒	☐	☐	☐
Appliances to be conveyed	☐	☐	☐	☒	TV cable wiring or satellite dish	☒	☐	☐	☐	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☐	☒

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes ☐ No ☐ NR ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?

☐ ☐ ☒

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☒ NA

☐ ☐ ☒

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Yes ☐ No ☐ NR ☒

Buyer Initials _____ Owner Initials **BB**
 Buyer Initials _____ Owner Initials _____

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☐	☒
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☒	☐	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☐	☒
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☐	☒
F8. Is there a current flood insurance policy covering the property?	☐	☐	☒
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☐	☒
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☐	☒
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☒	☐

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☐	☒	☐

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: _____	☐	☒	☐
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H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	☐	☒	☐
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H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	☐	☒	☐
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Explanations for questions in Section H (identify the specific question for each explanation):

Any fireplace conveys in current (as-is) condition. Seller to make no repairs. No known issues. Any windows with possible blown seals to convey in current (as-is) condition

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Brad Bonney Opendoor Property Trust I Date 07/07/2026

Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



ION DEVELOPER INSTALLATION AGREEMENT
LICENSED ELECTRICAL CONTRACTOR
888-781-7074 | IONSOLAR.COM | support@ionsolar.com

We are excited that you (occasionally also referred to as “Owner”) have chosen ION Solar (occasionally also referred to as “we,” “us,” or “Contractor”) for your energy needs and we look forward to creating a greener planet with your help. Solar is not only an environmentally sustainable decision, but it is also optimized to meet your financial, environmental, and aesthetic goals. In addition to this agreement, you have entered into a separate agreement (or series of agreements) with one or more un-related third-party financing companies. Those agreements are between you and those third parties and govern your purchase of the solar system. By contrast, this agreement is between you and ION Solar and governs the installation of your solar system. Please read and sign below acknowledging you understand the terms.

CONTRACTOR - ION DEVELOPER, LLC All Installations completed by a Licensed Electrical Contractor Utah 10304593-5501, Colorado EC0100960, S. Carolina M114251, N. Carolina U.33681 California 1027027, Nevada 83098, New Mexico 391320, Texas 30990, Virginia 2705169123 SYSTEM INFORMATION: • System Size (in DC Watts) - 5,610.00 W • Total System Cost - \$ 24,403.00 • Estimated Rebate/Incentive Amount Contractor Shall Receive - \$ 0.0 • Net System Cost (Payment Due Upon Financial Agreement) - \$ 24,403.00	OWNER [Redacted] 900 Dorothy Sanders Raleigh, North Carolina 27610 [Redacted] [Redacted]@gmail.com
COMPONENTS OF SOLAR SYSTEM INSTALLATION: • Solar Panels, Inverters, and Monitoring Device • Other standard materials include installation of racking and mounting components, wiring, conduit, overcurrent protections, roofing sealant and/or flashing, all as required for standard solar installation. • 10-year Contractor workmanship limited warranty (See Exhibit A) INCENTIVES AND ADD-ONS: - 30 LED Bulbs (Included) - Thermostat (Included) - Promotion (Sent at PTO) \$500.00 HOME OWNERS ASSOCIATION INFO: HOA NAME: N/a HOA EMAIL/PHONE: N/a	

INSTALLATION By signing this Agreement you acknowledge you have purchased a solar system (or have financed a solar system with a third-party) and now authorize ION Developer, LLC to undertake installation of the solar system and components identified above in the section entitled “Components of Solar System Installation” (collectively “Solar System”). This Agreement pertains to installation of the Solar System which, generally speaking, is divided into three separate phases described below:

Phase 1: During Phase 1, Contractor will conduct a physical site inspection to ensure that the Solar System can be installed according to the Design and Installation Specifications. Additional details about the Design and Installation Specifications and the Site Inspection are found elsewhere in this Agreement in the paragraphs entitled “Design and Installation Specifications” and “Site inspection/Owner Remedial Repairs.” By way of a good faith estimate (but not as a guarantee), We anticipate that Phase 1 will be completed within thirty (30) days from the Effective Date of this Agreement.

Phase 2: Phase 2 of the installation process is one where the physical installation of the Solar System is begun and completed. As a general rule (but not as a guarantee), We anticipate that Phase 2 will take 45 to 60 days. Obviously, such things as unanticipated physical restraints, needed remedial repairs (see the section entitled “Site Inspection/Owner Remedial Repairs), and other unanticipated contingencies could affect this desired timeline.

Phase 3: Phase 3 of the installation process consists of securing all necessary inspections, authorizations, and permits in order to “flip the switch” and make the Solar System operational. We generally plan on an additional 45 to 60 days once Phase 2 installation is completed. By way of example, before “flipping the switch” it will be necessary to obtain express permission/authority from your local utility company to operate the Solar System (See section entitled “No Owner Access or Use of System Until Authorized”). Additionally, your financing company (if any) may require additional documentation/signatures from you before We are allowed to “flip the switch.” We will help you in the process of obtaining all such necessary inspections and permission(s), but ultimately it is and remains Owner’s responsibility to obtain all such permissions.

THIRD-PARTY CONTRACTORS/SERVICE PROVIDERS Contractor (but not Owner) shall have the right to use licensed third-parties to provide some or all of the installation services (or any remedial repairs) contemplated by this Agreement. Contractor shall be responsible for any and all such third-party service providers. Unless expressly authorized by this Agreement or unless expressly authorized in writing by Contractor, Owner shall not, at any time, engage any of Owner’s own contractors or third-parties to provide any part of the Phase 1, Phase 2 or Phase 3 installation services (which may be collectively referred to throughout this Agreement simply as “installation” or “installation services”) contemplated by this Agreement or to undertake any other work or repairs with regard to any aspect of the Solar System. Any breach of this condition by Owner shall automatically render the Limited Warranty (Exhibit “A”) as null and void. Stated differently so as to avoid any confusion, Owner is simply not authorized to undertake any portion of the installation services or to make any repairs whatsoever to any aspect of the Solar System unless specifically authorized by the express written terms of this Agreement or unless specifically authorized in writing by Contractor. Any unauthorized work or repair by Owner (or anyone engaged by Owner) will automatically void the Limited Warranty and shall relieve Contractor from any further responsibility or liabilities arising thereunder.

OWNER COOPERATION/WORK AREA ACCESS Owner hereby agrees to cooperate, and not interfere in any way, with Contractor’s efforts in accessing Owner’s property and/or in undertaking and completing all of the installation services contemplated by this Agreement. To that end, Owner hereby unconditionally grants to Contractor all necessary authority and permissions to, upon reasonable notice (with 24 hours advanced notice being deemed reasonable) enter Owner’s property (whether Owner is home or not) to undertake and complete all services and work inherent in all phases of the installation process. Without providing an exhaustive list, Owner agrees to ensure that during the entire installation process, access to the work area is open and accessible (i.e. gates unlocked and/or open as needed, access to electricity and water, etc.) and free from any obstructions or obstacles (i.e. clear driveways and walkways, animals properly secured, etc.). Additionally, until such point as the Solar System is fully operational, Owner shall also make available reasonably safe and secure areas in which Contractor may temporarily store such things as Contractor’s tools and the Solar System parts and components. Owner also agrees to cooperate and work with Contractor to: (a) schedule site surveys and other pre-install inspections as soon as possible, (b) complete and provide to Contractor any and all required jurisdictional and utility documents (such as NEM agreements and interconnection agreements that must be signed by the Owner), (c) cooperate with Contractor in applying for and securing the necessary permits, (d) cooperate in the scheduling of the Installation and its related inspections, and (e) otherwise cooperate with Contractor as Contractor shall reasonably request. In the event Owner unreasonably restricts and/or interferes with Contractor’s access to the property and/or Contractor’s installation services contemplated under this Agreement or otherwise fails and/or refused to cooperate with Contractor in the fulfillment of Contractor’s services and functions as contemplated by this Agreement, then Owner shall be considered to be in breach of this Agreement in which case Owner shall, in addition to all other damages, be liable to Contractor for all direct and indirect damages incurred or suffered by Contractor (or any third-party(ies) engaged by Contractor) as a result of Owner’s breach. At a minimum, such damages shall include all amounts to which Contractor would have otherwise been entitled had Contractor been allowed to complete the installation services contemplated by this Agreement; but may also include such other additional amounts as available at law or equity.

DESIGN AND INSTALLATION SPECIFICATIONS For purposes of this Agreement, all proposals, drawings, design, installation and spec sheets presented to or otherwise made available to Owner at any time with regard to the Solar System are collectively referred to as the “Design and Installation Documents”.

- Owner acknowledges that copies of the Design and Installation Documents have been and/or are made available to Owner either directly, via the ION Sunrise App, or by contacting ION at support@ionsolar.com.
- Owner acknowledges that after entering into this Agreement, certain minor changes and/or modifications to the Solar System may be necessitated or required due to a variety of factors such as market availability of parts and components and/or the physical condition of the installation site (i.e. size, dimensions, physical obstacles, condition, shading, jurisdictional code), etc. being discovered during the installation process or as a result of a pre-installation physical site inspection. Such minor changes and/or variations could include (but not be limited to) such things as an adjustment to the type of panels and/or inverter type, and/or slight modification(s) to the

physical placement of the panels. As long as such changes and/or modifications are minor (as set forth above) and as long as such changes and/or modifications do not in any way change the "System Size" or "Total System Price" of the Solar System, Owner hereby authorizes Contractor to make any and all such minor changes and/or modifications as determined by ION.

- Owner acknowledges that except for the "System Size" and "Total System Price" all other information presented to Owner and/or set forth in any of the Design and Installation Documents relating to or specifically labeled as "Estimated Yearly Production," "Impact of Energy Efficiency," "Estimated Consumption and Production," "Estimated Offset", and "Estimated Savings" is subject to change and constitutes good faith estimates only which are subject to a variety of factors completely beyond the control or specific knowledge of ION and which, therefore, cannot and shall not be construed as constituting any form of guarantee or contractual term, condition, or commitment by ION to Owner. Owner, not ION, is ultimately responsible for Owner's utilization (or lack thereof) of the Solar System and as such for any production, efficiency, consumption, production, or savings realized by Owner. NO EMPLOYEE OR REPRESENTATIVE OF US IS AUTHORIZED TO MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED IN THIS AGREEMENT (WHICH INCLUDES THE DESIGN AND INSTALLATION DOCUMENTS) CONCERNING COST SAVINGS, TAX BENEFITS, OR GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON ANY PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS AGREEMENT.
- If at any time the "System Size" or "Total System Price" changes in any way, ION Solar will affirmatively notify Owner who, at that time, shall have the option to enter into a new Agreement setting forth the new System Size and/or Total System Price.
- Owner acknowledges that any work not specifically set forth in the Design and Installation Documents (such as additional work required to begin installation or that is discovered during installation (such as the need to make roof repairs, customer-requested improvements, jurisdictional requests not related to the actual solar system components, trenching, movement of structures, complications caused by shading, electrical upgrades, etc.) are not included in the installation and are additional amounts for which Owner agrees to be financially responsible. Contractor may, but is not required to, make any such additional work the subject of a written change order. To the extent a change order is utilized, any and all such change order(s) shall immediately and automatically become part of this Agreement as an authorized amendment/addendum being subject to all of the other terms and conditions of this Agreement.

PERMITTING/HOA APPROVAL Contractor shall be responsible to file and obtain all necessary permits and applications with (a) state and local governmental authorities and (b) the applicable utility company(ies). Owner shall be responsible for obtaining any and all necessary Home Owner's Association or similar approvals. Contractor and Owner shall cooperate with one another in filing and obtaining the necessary permits and approvals as set forth herein. In the event any Owner's Association approvals are required or requested with regard to any aspect of the Solar System, Owner hereby grants to Contractor full rights and authority to file, process, and respond to any and all such Home Owner's Association applications and/or requests as necessary for approval of and/or completion of the installation of the Solar System.

ESTIMATED TIMELINE/DELAYS Owner acknowledges that Contractor shall employ reasonable efforts to meet the expected time frames of the overall installation process but also acknowledges that such time frames are provided as estimates only and not as a contractual commitment. Owner acknowledges and accepts that some delays are beyond Contractor's control such as delays caused by acts of God, civil unrest, labor disputes, adverse weather conditions, acts of a government or other public authority, acts of the Owner or Owner's agents, and delay in the delivery of materials by suppliers. Owner acknowledges and agrees that under no circumstances shall Contractor be liable for any damages whatsoever caused or arising from any delays in the installation process unless such delays are caused by Contractor's own gross negligence.

SITE INSPECTION/OWNER REMEDIAL REPAIRS As part of the installation services, Contractor will physically inspect the intended installation site(s) as well as Owner's existing electrical service for the intended purpose of discovering any issues which may impede and/or prevent Installation of the Solar System. Such issues may include, but not be limited to pre-existing structural and/or electrical issues and/or integrity issues, existing water damage and/or other roof penetrations, etc. Owner (not Contractor) shall, at Owner's own cost and expense, be responsible for making all necessary repairs or taking such remedial action as is necessary to allow Contractor to proceed with its installation services as contemplated by this Agreement. Such repairs or remedial action may include such things as upgrading and/or moving/relocating electrical panels and/or service meters, repairing structural damage and/or restoring structural integrity, removing and/or repairing any existing roof penetration issues (such as a pre-existing solar system or solar water system), extensive trenching, repairing/replacing roofing materials, and any other such work which impedes and/or prevents installation of the Solar System as contemplated by this Agreement.

NO OWNER ACCESS OR USE OF SYSTEM UNTIL AUTHORIZED At no point during the installation process shall owner access or use any portion of the Solar System until each and all of the following conditions have been met: (a) all components of the Solar System have been fully installed by Contractor; (b) all necessary inspections have occurred and passed and all necessary permits have been issued; (c) the utility company has given express written permission to operate the Solar System; (d) all third-party loan providers (if any) have deemed any underlying loan and/or financing documents finalized and fully funded; and (e) Contractor has expressly authorized Owner to access and use the Solar System (i.e. "flip the switch"). If Owner accesses and/or uses any portion of the Solar System before all of the foregoing conditions are met, Owner shall be responsible for any and all damages and/or losses and/or claims incurred by Contractor (and any third-party(ies) engaged by Contractor) as a result of such early use.

CONTRACTOR LICENSURE, INSURANCE, AND BONDS During installation, Contractor shall maintain in effect insurance and bonds including Contractor's License Bond, General Liability Insurance, and workers' compensation insurance in amounts and with coverage as determined by Contractor. Copies of any or all such policies are available to Owner upon request by requesting such at licensing@ionsolar.com. Owner shall have no authority to control or dictate the levels of coverage maintained by Contractor.

OWNERS HOMEOWNER INSURANCE Prior to the commencement of any installation work by Contractor, Owner shall either (a) obtain and maintain a standard homeowners policy which extends coverage to the Solar System and all of its components or (b) add the Solar System and all of its components to Owner's existing homeowners policy. In either instance, such coverage shall be obtained and/or maintained with a sound and reputable insurance company with coverage extending to the Solar System and all of its components during the entire installation process as well as once installation is complete. Such coverage shall, at a minimum, insure the Solar System and all of its components from all loss or damage occasioned by any act of God, fires, floods, natural disasters, riots, terrorist acts, hail, snow, adverse weather, animal damage, damage from sporting devices such as golf, and any and all other acts of a similar nature. Contractor, and not Owner, shall be responsible for any loss or damage caused by Contractor's own gross negligence.

OWNER ACKNOWLEDGMENT OF ESTIMATE NATURE OF SYSTEM INFORMATION. Owner acknowledges and agrees that the System Information set forth in this Agreement (including but not limited to the specific system size, production estimates, savings/offset estimates, etc. set forth in the box above.) are good faith estimates only that have been based on data, information and input provided by Owner and for which Owner is solely and exclusively responsible. Owner further acknowledges and agrees that estimating solar production and usage is not an exact science because many factors such as weather, equipment placement, customer preferences, utility company rates and/or policies and procedures, third-party solar technology and equipment, power outages, equipment failure, tree and foliage growth, changes in Owner's own electrical usage, etc. all impact such figures, estimates, production, and offsets. Accordingly, Owner hereby acknowledges that all such conversations, figures and estimates, including but not limited to those set forth in the System Information sections of this Agreement (regardless of whether presented verbally, in a pamphlet or other advertising materials, as part of a sales presentation or otherwise) are all provided as estimates only and not as any sort of guarantee or contractual commitment of any type. Customer acknowledges and understands that Contractor is not and cannot make any guarantees whatsoever with regard to the actual production or usage of the Solar System or any offsets to be realized as a result thereof and that under no circumstances will Owner request (or Contractor be obligated to pay) for any expected utility bill offset (or any other offset of any kind) not actually realized or earned. Additionally, Customer acknowledges that solar system equipment generally experiences an average annual degradation in production of approximately .05% per year (sometimes more and sometimes less depending on how fast the equipment and components age, etc.) for which Contractor is not responsible or liable. Against the backdrop of all of the foregoing, Customer hereby knowingly and unconditionally waives and releases any and all claims Customer may have against Contractor (or any of Contractor's agents) that in any way arise from or relate to any estimates provided to Customer and/or to the System Information and specifications set forth in this Agreement, including but not limited to system size, estimated production, estimated savings, estimates offsets, projected use, or annual degradation, etc.

NON-AFFILIATION WITH UTILITY/GOVERNMENT. WE ARE NOT AFFILIATED WITH ANY UTILITY COMPANY OR GOVERNMENT AGENCY. NO EMPLOYEE OR OTHER REPRESENTATIVE OF US IS EVER AUTHORIZED TO CLAIM OR INSINUATE ANY AFFILIATION WITH ANY UTILITY COMPANY OR GOVERNMENT AGENCY.

POWER OUTAGES/ONGOING UTILITY PAYMENTS Owner understands and accepts that the Solar System will be installed in such a way that it is tied to (rather than independent of) a public utility grid that, unless specifically listed in the section entitled "Components of Solar System Installation," does not include a power back up source. Among other things, this means that whenever the public utility grid is out of service, the Solar System will automatically shut down

until the public utility grid is once again active and in service. Being tied to the grid (even if there is a power back up source) also means that Owner will continue to receive utility statements and bills for which Owner (and not Contractor) is responsible and liable. Owner shall not at any time hold Contractor responsible for any power outages and/or utility bills.

NO TAX CREDITS GUARANTEED During the sales process, it is likely that Owner was informed of general tax credits and incentives that, generally speaking, may be available to users of solar energy. However, by signing this Agreement Owner expressly confirms and agrees that at no point has anyone (including but not limited to Contractor) ever analyzed Owner's specific tax situation or ever promised or guaranteed Owner any specific tax credit(s), rebate(s), incentive(s) or the like. Owner acknowledges, agrees, and accepts that no one, except Owner and Owner's tax advisors (which Contractor is not), is/are in a position to know what specific tax credits/incentives/rebates may or may not be available to Owner based on a variety of factors entirely unknown by Contractor such as Owner's finances, tax filing status, etc. TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION. Owner hereby agrees that Contractor is absolutely not responsible for anything related to any tax credits, rebates or incentives whatsoever and to that end hereby forever releases and waives any and all claims which Owner may have against Contractor (or any of Contractor's agents or assigns) which arise from or relate to the availability or non-availability and/or the amount(s) of any specific tax credit(s), tax incentive(s), tax rebate(s) as well as any and all other claims arising to or pertaining to Owner's taxes.

INCENTIVES, ADD-ONS AND REBATES Owner acknowledges that any and all incentives and/or component add-ons offered to Owner are set forth in this Agreement and that no other incentives or component add-ons whatsoever (including but not limited to such things as cash, critter guards, batteries, generators, main service panel upgrades, miscellaneous cash incentives or gifts, promotions, etc) have been promised to Owner by Contractor or will be provided to Owner. The incentives and add-ons identified and listed in this Agreement are the only incentives ever promised to Owner, and there are no others. Additionally, Owner hereby acknowledges and agrees that any and all rebates issued for the installation of the Solar System shall belong exclusively to Contractor, unless otherwise explicitly stated in this Agreement.

THIRD-PARTY LENDER(S) Owner specifically acknowledges that this Agreement contemplates installation of the Solar System and not the purchase or financing thereof. Accordingly, Owner (and not Contractor) is and at all times (even during the installation process) shall be responsible for performance of all terms and conditions of any agreement(s) between Owner and any other third-party regarding the purchase and/or financing of the Solar System including but not limited to making any loan and/or other financing payments that may become prior to the Solar System being fully Installed and/or prior to Owner receiving the necessary authorization(s) from the applicable utility company(ies) that the Solar System may be engaged to operate and generate energy. Under no circumstances shall Contractor be responsible for any amounts whatsoever otherwise due from Owner to any third-party lender(s). Additionally, Owner shall remain responsible for payment to Contractor of all amounts due for Contractor's installation services hereunder independent of whether or not Owner is or is not able to secure financing from any third-party lender(s).

OWNER AND CONTRACTOR RESPONSIBILITIES AFTER INSTALLATION Once installation of the Solar System is complete (which for purposes of this Agreement shall mean fully installed and ready to "flip the switch"), all of Contractor's duties and obligations under this Agreement shall be considered delivered, fulfilled and completed with Contractor having no further obligations to Owner whatsoever except as expressly set forth in the Limited Warranty, a copy of which is attached to this Agreement as Exhibit A. To avoid any confusion and without in any way limiting the foregoing, Owner acknowledges that once installation is complete, Owner (and not Contractor) shall be responsible for any future/ongoing monitoring and maintenance of the Solar System. Contractor does not offer any ongoing services except as expressly set forth in Exhibit A.

POST-INSTALLATION SERVICE CALLS Except as covered by or otherwise set forth in the Limited Warranty (Exhibit A), if at any time after installation is complete Owner requests that Contractor inspect or otherwise perform any maintenance or service to the Solar System or any component thereof (a "Service Call") Owner shall pay Contractor on a "labor plus parts" basis. The charge for labor shall be a minimum of \$195 per hour (with a one-hour minimum). Parts shall be billed according to then-prevailing market prices. All such labor plus parts fees shall be due and payable by Owner upon completion of the Service Call.

CONTRACTOR'S WORKMANSHIP WARRANTY AND THIRD-PARTY WARRANTY(IES) Owner acknowledges that except for the Limited Warranty (attached hereto as Exhibit A and incorporated herein by this reference) and except as is expressly required by the laws of the state in which the Solar System is to be installed, Contractor offers no other

express or implied warranty(ies) whatsoever. Owner also acknowledges that most (if not all) of the specific components of the Solar System have their own manufacturers or other third-party warranty(ies) (collectively "Third-Party Warranty(ies)"). Owner acknowledges and agrees that Contractor is not and shall not be responsible for any such Third-Party Warranty(ies). To the extent the rights of any such Third-Party Warranty(ies) apply to Contractor, Contractor hereby conveys, assigns and transfers all such rights and privileges to Owner. Owner (not Contractor) is and shall be responsible for knowing and/or enforcing the terms of any such Third-Party Warranty(ies). Contractor agrees to cooperate with Owner in connection with the filing any Third-Party Warranty(ies) claim(s). Regardless of the foregoing, Owner is and shall remain responsible to Contractor for paying all applicable labor and parts costs and expenses.

CANCELLATION YOU (OWNER) MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOU HAVE SIGNED IT. To exercise this right, Owner must send written notice of cancellation to Contractor at support@ionsolar.com or by mailing a letter to Contractor's corporate office. If Owner requests to cancel after 3 business days but before any of the components of the Solar System have been installed on Owner's home, Owner hereby agrees to pay Contractor: (a) the agreed-upon sum of \$1,200 plus (b) any other actual amounts incurred and/or paid by Contractor to any third-party(ies) engaged by Contractor. These amounts shall be immediately due and payable upon any such cancellation. Additionally, Owner acknowledges and agrees that these amounts shall be paid to Contractor in addition to any other amounts for which Owner is or may be responsible pursuant to any third-party financing/loan agreements. Except for the three-day right to cancel as set forth above, after any solar components have been installed on the home (meaning once any portion of Phase 2 installation has begun), Owner forfeits any and all rights to any cancellation and shall pay to Contractor all amounts to which Contractor is otherwise entitled.

CONTINUING COOPERATION Each party to this Agreement shall be obligated hereunder to do such other and further acts (including but not limited to such things as the signing of documents or instruments and/or the allowing of inspectors access to the project and/or completing certificates required by Contractor or a third-party financing/lending company, etc.), which are reasonable or which may be necessary or convenient in either party carrying out its respective obligations under this Agreement or in carrying out the purposes and intent of this Agreement. If Owner impedes work or withholds signing of any forms for more than 30 days, Owner shall be in breach of contract, and shall be responsible for all damages arising therefrom, including but not limited to payment of all amounts to which Contractor would be due hereunder, as well as any damages or other amounts due to any third-party(ies) with all such amounts being due immediately upon such breach.

TELEPHONE/SMS/TEXTING CONSENT Owner hereby consents to being contacted by telephone at any phone number (including but not limited to wireless/cellular phone numbers) provided to ION Solar (or any of its agents) by Owner or anyone acting on behalf of Owner. Owner agrees that such calls/contact may be initiated by ION Solar or any of its affiliates, agents, contractors or assigns, and that the methods of contact may include using pre-recorded/artificial voice messages and/or the use of an automated dialing device and/or the use of text messages—some or all of which may result in data charges. To revoke this consent, or any portion of it, please send an email to: support@ionsolar.com indicating which specific portion(s) of this consent are being revoked.

LIFT AND REPLACE From time to time Owner may deem it necessary/desirable to "lift and replace" some or all of the Solar System. For example, if Owner is remodeling or replacing roof shingles etc. it may be necessary to "lift and replace" the Solar System, or certain components thereof. Owner acknowledges Contractor's willingness to perform such "lift and replace" as may be requested by Owner, but further acknowledges that the actual costs and expenses of any such "lift and replace" functions are not currently known and cannot be known until such point that Contractor has analyzed the scope of such services and provided Owner a firm written bid. To the extent Owner desires a "lift and replace" bid from Contractor, Owner shall first contact Contractor before undertaking any "lift and replace" functions. In order to preserve the Limited Warranty, only Contractor (or those expressly authorized by Contractor) can perform any "lift and replace" functions. In the event Owner itself (either directly or through any third-party(ies)) undertakes any portion of any "lift and replace" services without having obtained the prior express written consent of Contractor (which consent must be signed by a vice-president or higher officer of Contractor) then the Limited Warranty (attached hereto as Exhibit A) shall become immediately null and void.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT By entering into this Agreement, Owner and Contractor each agree that any dispute, claim, or controversy between or involving Owner and Contractor arising in connection with or relating in any way to this Agreement, including, but not limited to: (a) claims arising out of or relating to any aspect of the relationship between Contractor and Owner or any of the services provided by Contractor, (b) claims that arose before this Agreement or any prior agreement(s) between Owner and Contractor (including, but not limited to claims arising from or related to any sales, marketing, and/or advertising); (c) claims that may arise after termination of

Contractor's services contemplated hereunder, (whether any or all of such claims are based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and whether the claims arise during or after the termination of this Agreement), will be determined and resolved by mandatory binding individual (not class) arbitration proceeding. Owner and Contractor further agree that the arbitrator shall have the exclusive power and authority to rule on his/her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement between the parties or to the arbitrability of any claim or counterclaim. Owner and Contractor each acknowledge and agree that arbitration is more informal than typical litigation. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS QUITE LIMITED.** This agreement to arbitrate will survive any termination of this Agreement regardless of who initiated such termination or the reason(s) for such termination. Notwithstanding anything set forth in this paragraph (which may be referred to simply as the "Arbitration Agreement"), Owner and Contractor both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude or otherwise limit the rights of either party to: (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, the Arbitration Agreement does not restrict or stop either party from bringing issues to the attention of federal, state, or local agencies which may, if the law allows, seek relief against either of us on behalf of the other.

ARBITRATION RULES Unless otherwise expressly agreed to in writing by Owner and Contractor, any arbitration between or involving Contractor and Owner shall be governed by and conducted pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "AAA Rules"), as modified by the terms of the Arbitration Agreement. Owner and Contractor agree that the Federal Arbitration Act applies to and governs the interpretation and enforcement of this provision and all other provisions regarding dispute resolution and arbitration (including, but not limited to the Arbitration Agreement) as well as the class action waiver set forth below. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, can be found at adr.org or by calling the AAA at 1-800-778-7898. Any arbitration hearings will take place in the county of Owner's billing address, provided that if the claim is for \$25,000 or less, Owner may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing established by and conducted in conformity to the AAA Rules.

NOTICE BEFORE FILING/ARBITRATION COSTS AND AWARD If either Contractor or Owner intends to file a small claims action or to seek arbitration, the party intending to do so must first send a written notice of dispute to the other. Notice from Owner to Contractor should be sent to: **4801 N University Ave #900, Provo, Utah 84604** in such a way that delivery can be confirmed. Any notice from Contractor to Owner will be sent to the Owner's street and/or email address on file in such a way that delivery can be confirmed. Any such notice must (1) describe the nature of the claim(s) and/or dispute(s); and (2) the desired relief sought (the "Notice"). If Contractor and Owner are unable to informally resolve the dispute within thirty (30) days following receipt of the Notice, then either party may then proceed to file the small claims action or file a claim for arbitration. If Owner opts for arbitration and Owner is required to pay a filing fee, Contractor will reimburse Owner that filing fee, unless Owner's claim is for greater than \$10,000, in which case Owner will be responsible for the filing fee. Contractor will pay any other arbitration fees, including Owner's share of the arbitrator compensation, unless otherwise required by AAA rules or court order obtained pursuant to and consistent with the terms of the Arbitration Agreement. During the arbitration, the amount of any settlement offer(s) made by Owner or Contractor shall not be disclosed to the arbitrator until after the arbitrator makes a final written decision and award, if any. In the event the dispute is finally resolved through arbitration in favor of Owner, and the arbitrator issues Owner an award that is greater than the value of Contractor's last written offer of settlement to Owner, then in such event Contractor hereby agrees to pay Owner either the amount of the arbitrator's award, or \$1,000—whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose(s) other than for the purpose of the arbitration or the enforcement of the arbitrator's decision and award. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

CLASS ACTION WAIVER IN ADDITION TO THE ARBITRATION AGREEMENT AND OTHER TERMS SET FORTH ABOVE, OWNER AND CONTRACTOR EACH FURTHER AND SEPARATELY AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Additionally, unless expressly agreed upon by Owner and Contractor in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. In the event either party seeks injunctive relief, the arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes

enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

ENTIRE AGREEMENT This instrument contains the entire and only agreement between the parties hereto relating to the subject matter hereof and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith not incorporated herein shall not be binding on either party. This Agreement supersedes any previous agreement executed between the parties related to the Solar System and the installation thereof. The rights and obligations contained herein shall inure to and be binding upon the parties, their legal representatives, successors, and permitted assigns. This Agreement may be amended, replaced, or modified only by a written instrument executed by Contractor and Owner.

Please sign the contract and return to ION. We are committed to providing you with impeccable service throughout the entire installation process. Please contact us anytime using the contact information listed at the bottom of all pages of this Agreement.

Homeowner Acknowledgement:

By: _____

Printed
Name: _____

Date: _____

8/5/2020

ION Solar Acknowledgement:

By: _____

Printed
Name: _____

Date: _____

8/5/2020



David Rasmussen

Host Customer on Utility Bill Acknowledgement (if different from above):

By: _____

Printed Name: _____

EXHIBIT A - Limited Warranty

10-YEAR WORKMANSHIP WARRANTY Contractor hereby agrees to warranty the workmanship of its installation of the solar system (and its related components) as more particularly described in the underlying Installation Agreement (collectively the "PV System") for a period of ten (10) years from the date upon which the installation is completed. Contractor agrees that with respect to all roof penetrations made by Contractor, such roof penetrations will be free from material defects in workmanship and will be sealed or flashed to eliminate liquid or vapor penetration, and that such roof penetrations shall not diminish the existing water-repelling abilities of the existing roof. In the event of (a) roof leakage or (b) malfunction of any component of the PV System where such leakage or malfunction is **due to a workmanship issue**, Contractor will, at its cost, repair the affected area of the roof and/or repair and/or replace (as Contractor shall determine) such malfunctioning component(s).

For purposes of this Limited Warranty, a workmanship issue is defined as an issue directly caused by the improper installation by Contractor of the PV System. Owner hereby acknowledges that not all roof leaks and/or malfunctioning component(s) are the result of workmanship issues and as such may not be covered under the terms of this Limited Warranty. In the event of any dispute or controversy regarding whether or not an issue is due to a covered workmanship issue that should be covered by the terms of this Limited Warranty, then, before triggering any of the terms of Arbitration Agreement, the parties first agree that they shall engage the services of a third-party licensed contractor (having experience with solar system installations) to provide a written opinion as to whether the disputed issue is or is not the result of a covered workmanship issue. In the event the parties are unable to agree upon a mutually acceptable and qualified third-party licensed contractor, then each party shall choose its own experienced licensed contractor and then those two shall choose a third experienced licensed contractor (having experience with solar system installation) to render its written opinion. The opinion of the mutually acceptable third-party contractor (or the third-party contractor chosen by the parties' respective contractors) shall be binding upon the parties unless either party shall appeal such decision by triggering the terms Arbitration Agreement, in which case the dispute shall be resolved in accordance with those terms and conditions.

EXCLUSIONS FROM COVERAGE This ten-year warranty only covers issues resulting from improper installation of the PV System. Without providing an exhaustive list, Contractor is not responsible for:

- repairing any pre-existing damage to the roof and/or roofing material (such as shingles, tiles, etc.); or any leak, damage or malfunction caused by a failure of any part of Customer's building components themselves (such as failure of the roof substrate, roof trusses/framing, or other building structural failures);
- any leaks, damage or malfunction caused by fire or extreme weather conditions such as high winds, hail storms, ice dams, floods, tree damage, or other such acts of God; or for any leaks, damage or malfunction caused by pests or rodents.
- any leaks, damage or malfunction caused by other contractors or by any repair, replacement, modification, enhancement or reinstallation of the PV System (or any part thereof) using a part or service not provided by or authorized by Contractor.
- any leak, damage or malfunction caused by an accident, alteration, negligence, vandalism or other misconduct by Owner (or any subsequent owner), or any third party, including but not limited to damage from golf balls;
- any leaks, damage or malfunction that are the result of workmanship issues that were not reported to Contractor in a timely fashion.
- Any roof performance issues (1) no related to roof penetration of made as part of the installation of the PV System or (2) otherwise covered by Owner's homeowner's insurance.
- Any "lift and replace" services performed by anyone other than Contractor, unless such "lift and replace" services were expressly authorized in writing (which writing must be signed by Contractor's President).
- Any and all other exclusions listed in the underling agreements, including but not limited to the Installation Agreement.

TRANSFERABILITY This 10-Year Limited Warranty is fully transferable to subsequent owners. No transfer, however, shall work to extend the ten (10) year term.

SERVICE CALLS—LABOR ONLY WARRANTY For a period of two (2) years following Contractor's Installation of the Solar System, Owner shall not be responsible for paying Contractor the labor portion of the first hour of any Service Call. Except for this two-year waiver of the first hour of Contractor's labor, and unless Contractor's other labor costs and component expenses (if any) are covered by (a) terms of the Limited Warranty set forth above or (b) the warranty of any third-party (such as those offered by a manufacturer of a specific component of the Solar System), Owner shall in all other cases be responsible for any and all other labor and/or parts/equipment costs and expenses as typically billed by Contractor. Contractor will strive to inform Customer of potential warranty coverage (or the lack thereof) as well as an estimate/bid for any work recommended by Contractor.

THIRD-PARTY WARRANTIES Owner acknowledges that except for the 10-Year Workmanship Warranty and Service Calls—Labor Only Warranty set forth above, Contractor offers no other express or implied warranty(ies) whatsoever. Owner also acknowledges that most (if not all) of the specific components of the Solar System have their own manufacturers or other third-party warranty(ies) for which Owner (and not Contractor) is responsible for knowing and enforcing. Owner is and shall remain responsible to Contractor for payment of all applicable labor and parts/equipment costs charged by Contractor for any service not otherwise covered by the 10-Year Workmanship Warranty, the Service Calls—Labor Only Warranty, or any applicable third-party warranty(ies).