

## RESIDENTIAL SOLAR PV SYSTEM LEASE AGREEMENT

This Residential Solar PV System Lease Agreement (this "Lease") is entered into on the 23<sup>rd</sup> day of August, 2012, by Renewable Asset Management Company, LLC ("RAMC" or "we"), whose mailing address is P.O. Box 207, Naperville, IL 60566, and the following individual(s) ("Customer" or "you"):

Customer Name(s):

First Name: Gary  
 MI: \_\_\_\_\_  
 Last Name: Arnett

First Name: \_\_\_\_\_  
 MI: \_\_\_\_\_  
 Last Name: \_\_\_\_\_

Mailing Address:

Street Address Line 1: 18212 N 43rd Pl  
 Street Address Line 2: \_\_\_\_\_  
 City: Phoenix  
 State: AZ  
 Zip: 85032

Street Address Line 1: \_\_\_\_\_  
 Street Address Line 2: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

This Lease describes the terms and conditions of the lease of a solar photovoltaic system by Customer from RAMC, owner, which will be installed at Customer's owned residence, located at the following address (the "Premises"):

Street Address Line 1: <u>18212 N 43rd Pl</u>	Assessor's Parcel Number:
Street Address Line 2: _____	Or
City: <u>Phoenix</u>	Assessor's Tax ID Number:
State: <u>AZ</u>	Or attach legal description
Zip: <u>85032</u>	Proposal#: <u>20123998-00</u>
County: <u>Maricopa</u>	

Each owner of the Premises is listed above as a "Customer" and agrees to the terms of this Lease.

Item	Description of Leased Property Manufacturer	Model Number	Quantity
Photovoltaic panels	CentroSolar	E240B	14
Inverters	SMA	SB3000HF-US	1
Monitoring Equipment	CentroSolar	CentroData	1
Racking	Solarmount		

<b>Amount Due at Lease Signing</b>  First monthly lease payment: \$ <u>100.72</u> Upfront payment: \$ <u>.00</u>  Processing Fee: \$ <u>.00</u>  Total: \$ <u>100.72</u>	<b>Monthly Lease Payments (tax not included)</b> For the first year of the Lease, your second monthly lease payment of \$ <u>100.72</u> is due on the first day of the second month after the Installation Approval Date, followed by ten (10) monthly payments of \$ <u>100.72</u> due on the first day of each following month. See Schedule A of this Lease for the monthly payments for the second (2 <sup>nd</sup> ) through the twentieth (20 <sup>th</sup> ) years of the Lease. The total of your monthly lease payments is: \$ <u>32,149.44</u>	<b>Other Charges (not part of your Monthly Lease Payment)</b> Charges payable to Lessee not included in Monthly Payments:  Type: _____ Amount: \$ <u>.00</u>	<b>Total of Payments (The amount you will have paid by the end of the Lease) (does not include any taxes)</b>  \$ <u>32,149.44</u>  (total of Amount Due at Lease Signing + Monthly Lease Payments + Interim Rent)
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"Interim Rent" is \$3.36 per day for each day from the Installation Approval Date until the end of the month in which the Installation Approval Date occurs (the "Interim Period"). Interim Rent will be calculated as a prorated amount (based on a 30 day month) of your first year's monthly payment. We don't know what the total Interim Rent will be at the time this Lease is signed. RAMC will invoice you for Interim Rent after the Installation Approval Date in accordance with Schedule A.

**Purchase Option at End of Lease Term.** You have an option to purchase the PV System one time during and at the end of the Lease Term. Please see Section 28 for additional information.

**Other Important Terms.** See the following pages of the Lease and the attached schedules for additional information on taxes, early termination, purchase options, renewal options, maintenance responsibilities, warranties, late and default charges, required insurance, prohibition on assignment without RAMC's consent and additional terms and conditions.

1. **EQUIPMENT; INSTALLATION.** RAMC agrees to lease to Customer, and Customer agrees to lease from RAMC, the solar equipment described in Schedule B attached to this Lease (the "PV System"). RAMC and Customer agree that this Lease is a "true lease" and is not an installment sales contract or a loan. RAMC will own the PV System, and Customer will own all electricity produced by the PV System. Customer acknowledges and agrees that Customer is responsible for all energy required by the Customer or the Premises beyond that supplied by the PV System.

RAMC is also entering into an installation agreement between RAMC and an installer selected by Customer and approved by RAMC (such installer, the "Installer" and such agreement, the "Installation Contract") whereby Installer will agree to install the PV System at Customer's location at RAMC's sole cost and expense (except as provided in Section 3 of this Lease), subject to the terms of the Installation Contract. Customer will permit Installer to install the PV System during normal business hours and Customer will give Installer uninterrupted access to the Premises during the installation process. In the event that the PV System installation has not begun on the Premises within sixty (60) days of the date of this Lease or begun but not completed through interconnection within 90 days, due to a delay caused by an act or omission of the Customer, this Lease may be cancelled at RAMC's option.

2. **TERM.** This Lease will be effective once it is signed by both RAMC and the Customer. The lease term (the "Lease Term") for the PV System will commence on the Installation Approval Date and will run for twenty (20) years from the first day of the first calendar month following the Installation Approval Date. The "Installation Approval Date" will mean the date upon which the Installer has transferred ownership and control of the PV System to RAMC, the PV System is interconnected to the local electrical utility, and Customer has signed and agreed to the Certificate of Completion.

RAMC will not be obligated to lease the PV System under this Lease or enter into the Installation Contract until (a) RAMC has received the advance payment(s) (if any) set forth on Schedule A, and (b) the following conditions precedent are satisfied: RAMC has received (i) approval of this Lease from its financing partners, (ii) confirmation from the Installer that an inspection of the Premises has been satisfactorily completed and the Premises are suitable for installation of the PV System at a cost consistent with RAMC's expectations upon the execution of this Lease, and (iii) confirmation to its reasonable satisfaction of the amount and availability of the PV System Benefits (as defined in Section 13). RAMC will not be obligated to lease the PV System under this Lease until RAMC has assumed ownership and control of the PV System from Installer.

At least ninety (90) days but not more than one hundred eighty (180) days before the expiration of the Lease Term, customer will deliver a written notice (the "Election Notice") to RAMC that at the expiration of the Lease Term, (a) provided no Customer Event of Default exists at the time of such notice or the date of purchase, the Customer elects to purchase the PV System in accordance with Section 28, (b) that Customer intends to return the PV System to RAMC in the manner prescribed in Section 21 of this Lease, or (c) provided no Customer Event of Default exists at the time of such notice or the date of renewal, that Customer elects to renew the Lease for an additional five-year term at a rent to be agreed upon at the time by RAMC and Customer. At the end of the Lease Term, Customer shall as stated in the Election Notice either renew the Lease, purchase the PV System in accordance with Section 28 or return the PV System in accordance with Section 21.

3. **RENT; PAYMENT.** The rent (the "Rent") for the PV System is stated in Schedule A and Customer agrees to pay the Rent in accordance with the provisions of Schedule A. For the period from the Installation Approval Date until the end of the month in which the Installation Approval Date occurs (the "Interim Period"), Interim Rent will be charged. Each monthly payment is due on the first day of a calendar month for the balance of the Term. Rent shall be due whether or not Customer has received any notice that it is due. The monthly rent payment will be electronically deducted from your designated bank account on your lease due date. If you choose to not authorize automatic payment, there will be a \$10 per month service fee for each month that automatic payment is not authorized.

RAMC shall have the right to increase the Rent upon written notice to Customer (a "Rent Notice") once before or during the first 12 months following Installation Approval Date, by an amount equal to the sum of (i) the amount, if any, by which the utility rebate received for the PV System is less than the utility rebate anticipated by RAMC at the execution of this Lease and (ii) the amount, if any, by which the cost of the acquisition and installation of the PV System is more than the costs RAMC anticipated at the execution of this Lease.

If any installment of the Rent payable under Schedule A or any other amount due to RAMC is not received by RAMC within five (5) days of the due date, Customer agrees to pay a Late Charge of \$35 or the maximum fee if less than \$35 permitted by law. In no event shall this provision for a Late Charge be deemed to grant to Customer a grace period or extension of time within which to pay any Rent or prevent RAMC from exercising any right or remedy under this Lease. If any Rent or other amount remains delinquent for a period in excess of thirty (30) days, then, in addition to such late charge, Customer shall pay to RAMC interest on any such amount that is not paid when due at a rate equal to the lesser of (i) ten percent (10%) per annum or (ii) the maximum interest rate permitted by law until such delinquent amount is paid in full.

CUSTOMER HEREBY AUTHORIZES RAMC OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS ("EFT") FROM THE BANK ACCOUNT IDENTIFIED IN THE AUTOMATED PAYMENT AUTHORIZATION OF EVEN DATE HERewith, IN ACCORDANCE WITH RENT PAYMENT SCHEDULE SET FORTH ON SCHEDULE A ATTACHED TO THIS LEASE. CUSTOMER FURTHER UNDERSTANDS THAT THIS IS A RECURRING SCHEDULED PAYMENT PROGRAM AND THAT CUSTOMER'S EFT AUTHORIZATION WILL REMAIN IN EFFECT UNTIL RAMC HAS RECEIVED WRITTEN NOTIFICATION FROM CUSTOMER OF ITS TERMINATION OF EFT AUTHORIZATION, WHICH MUST BE AT LEAST TEN (10) DAYS PRIOR TO THE SCHEDULED PAYMENT DATE OR CUSTOMER HAS PAID ALL AMOUNTS DUE UNDER THIS LEASE. ONCE EFT PAYMENTS ARE IMPLEMENTED, CUSTOMER WILL NOT RECEIVE A PAPER INVOICE OR STATEMENT. SHOULD RAMC BE UNABLE TO SECURE CUSTOMER'S PAYMENT THROUGH THIS METHOD, CUSTOMER REMAINS LIABLE FOR ALL PAYMENTS UNDER THIS LEASE.

IN THE EVENT THAT A RENT PAYMENT MADE BY EFT IS DECLINED BY THE CUSTOMER'S BANK, A FEE OF \$35.00 PER DECLINED EFT (OR THE MAXIMUM FEE IF LESS THAN \$35.00 PERMITTED BY LAW) WILL BE CHARGED TO CUSTOMER'S ACCOUNT AND RAMC RESERVES THE RIGHT TO CHARGE THE CUSTOMER'S CREDIT CARD THAT RAMC HAS ON FILE FOR SUCH RENT AND ANY RELATED COSTS, FEES, OR OVERDUE CHARGES AND CUSTOMER HEREBY AUTHORIZES RAMC TO DO SO; PROVIDED, HOWEVER, THAT THE FOREGOING RIGHT IS NOT INTENDED TO LIMIT ANY OTHER RIGHT OR REMEDY OF RAMC FOR LATE PAYMENT UNDER THIS LEASE.

4. **CUSTOMER ACKNOWLEDGMENT.** Customer acknowledges that it has selected the type, capacity and size of the PV System designated on Schedule B to be installed under the Installation Agreement based on its own judgment. Customer acknowledges that neither the Installer, nor any agent of Installer, is authorized to waive or alter this Lease, and that no representation made by Installer or its agents will in any way affect Customer's obligation to pay Rent or perform any other of Customer's obligations under this Lease.
5. **DELIVERY AND INSTALLATION.** The PV System listed on Schedule B will be delivered to the Premises by the Installer under the Installation Contract. Customer will be responsible for any additional delivery, storage or carry costs incurred if the installation of the PV System is delayed for any reason other than RAMC's breach of its obligations under this Lease. After the PV System is installed, Customer as lessee will execute a certificate for the benefit of RAMC accepting the PV System as delivered and installed by the Installer and interconnected, in the form attached to this Lease as Schedule D.
6. **WARRANTIES.** RAMC assigns to Customer upon the Installation Approval Date the Manufacturer's Limited Warranty, PV System Output Guaranty ("Limited Warranty and Guaranty") attached as Schedule C. EXCEPT AS EXPRESSLY PROVIDED BY THE "LIMITED WARRANTY AND GUARANTY", RAMC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, THE INSTALLATION OF THE SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER LEASES THE SYSTEM ON AN 'AS-IS,' 'WHERE IS' BASIS.
7. **TITLE TO AND LOCATION OF EQUIPMENT.** RAMC will own and retain title to all of the PV System. Customer, at its expense, will protect RAMC's title and keep the PV System free from all claims, liens, encumbrances and legal processes. Customer agrees that the PV System is not and will not be subject to any lien, encumbrance, mortgage or deed of trust on the Premises. The PV System is personal property of RAMC and is not to be regarded as a fixture or otherwise part of the real estate on which it may be located. If requested by RAMC, Customer will, at Customer's expense, furnish a landlord or mortgagee waiver with respect to the PV System. The PV System will not be removed from the Premises without the written consent of RAMC, which may be withheld in its sole discretion. Customer will, upon RAMC's request, affix and maintain plates, tags or other identifying labels, showing RAMC's ownership of the PV System in a prominent position on the PV System.
8. **ACCESS.** Customer grants to RAMC and its agents, employees, lenders, installers (including the Installer) and each of their successors and assigns a non-exclusive easement and right to access all of the Premises at reasonable times (or at any time in the event of emergencies) for the purposes of (a) locating the PV System on the roof of the Premises in an area reasonably satisfactory to RAMC and the Installer, (b) installing, constructing, operating, owning, monitoring, repairing, accessing, removing and replacing the PV System or making any additions to the PV System or installing complementary technologies on or about the location of the PV System; (c) enforcing RAMC's rights to the PV System under this Lease; (d) installing, using and

maintaining electric lines and inverters and meters, monitoring equipment, necessary to interconnect the PV System to Customer's electric system at the Premises and/or to the utility's electric distribution system; (e) as reasonably necessary in connection with the construction, installation, operation, inspection, monitoring, maintenance, removal or repair of the PV System and (f) installing, maintaining, or repairing RAMC's remote data acquisition system (described below). This access right will begin upon the execution of this Lease and continue for up to ninety (90) days after the Lease Term expires to allow for the removal of the PV System at the end of the Lease. RAMC or Installer will endeavor to provide Customer with reasonable notice of its need to access the Premises whenever commercially reasonable (except in the event of an emergency).

The PV System will include a remote data acquisition system that will monitor the performance of the PV System and transmit this performance data to RAMC. RAMC will endeavor to provide Customer with online access to this performance data, subject to Customer's acceptance of RAMC's standard terms and conditions related to such online access. Customer grants RAMC the right to use Customer's internet connection and/or telephone lines to transmit PV System performance data to RAMC.

The PV System will interconnect with the distribution utility's connection to the Premises. Customer grants RAMC and the Installer the right to interconnect the PV System to the distribution utility's electrical system, subject to the utility's terms and conditions. Customer shall be solely responsible for any and all costs, including but not limited to, any charges, fees or deposits, imposed by the distribution utility for the establishment or maintenance of the PV system's interconnection to the distribution utility.

Customer will ensure that RAMC's access rights as set forth in this Lease are preserved and will not interfere with or permit any third party to interfere with such rights or access. The parties intend that RAMC's access rights will be binding on any person or entity acquiring an interest in the Premises and shall be equitable servitudes and covenants running with the land pursuant to applicable law. If RAMC requests, Customer will sign an easement or other instrument that sets out in writing (i) RAMC's right to access the Premises; and/or (ii) that the PV System is not part of the real estate on which it may be situated. RAMC may record this easement in the appropriate manner in the public records. Customer also grants RAMC the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the PV System and any other notice or filing required or advisable under applicable law.

9. **USE OF EQUIPMENT, INSPECTION AND REPORTS.** Customer represents that (i) no electricity generated by the PV System will be used to heat a swimming pool; (ii) Customer will use the PV System primarily for personal, family or household purposes; and (iii) Customer's use of the PV System will comply with all applicable laws, insurance policies, and warranties of the manufacturer or supplier of the PV System. RAMC will have the right to inspect the PV System on an ongoing basis during the Interim Period and the Lease Term. Customer will notify RAMC promptly of any damage, claims, liens, encumbrances or legal processes with respect to the PV System or the Premises.
10. **FURTHER ASSURANCES.** Customer will execute and deliver to RAMC such documents as RAMC deems necessary for the confirmation of this Lease and RAMC's rights hereunder. Customer further represents to RAMC that (a) the financial and other information which Customer has submitted or will submit to RAMC or its agents including the Installer in connection with this Lease is, or will be at the time of submission, true and complete; (b) the Customer is the fee owner of the Premises; (c) there are no covenants, conditions or any other restrictions on the Premises which could interfere with or prevent the location, operation or maintenance of the PV System on the Premises, and (d) except as disclosed to RAMC in writing, there are no defaults, judgments, actions, suits or proceedings pending or threatened against or affecting Customer or any property of Customer, which, if adversely determined, would materially adversely affect Customer's financial condition, assets, or Customer's ability to perform its obligations under this Lease.
11. **MAINTENANCE AND REPAIRS.** For the Lease Term, RAMC will, at its own expense, maintain each part of the PV System in accordance with manufacturer's and Installer's recommended maintenance guidelines as set forth in the Limited Warranty and Guaranty. In no event shall Customer take any action respecting any part of the PV System that could void or impair any warranty applicable to all or part of the PV System. Customer will (i) clean the solar panels of the PV System in accordance with RAMC's and the manufacturer's recommendations, and (ii) trim trees or other plants so that they do not shade the PV System. Customer will not (i) modify the Premises in any way that shades the PV System, and (ii) not make any repair, addition, alteration, or attachment to the PV system without RAMC's prior written consent, which may be withheld in RAMC's sole discretion.
12. **RAMC'S PERFORMANCE OF CUSTOMER'S OBLIGATIONS.** If Customer fails to perform any of its obligations under this Lease, RAMC may perform such obligation and perform any act or make any payment which RAMC deems necessary for the maintenance and preservation of the PV System and RAMC's title thereto. All such sums paid by RAMC (together with all related Late Charges and interest thereon), and reasonable attorneys' fees incurred by RAMC in connection therewith, will be additional Rent payable by Customer to RAMC on demand. The performance of any such act or the making of any such payment by RAMC will not be deemed a waiver or release of any obligation or default on the part of Customer.
13. **RESERVATION OF BENEFITS TO RAMC.** Customer understands and agrees that any and all present or future tax credits, cash grants in lieu of a tax credit, depreciation deductions, renewable energy credits, utility rebates, green tags, carbon credits, or

any other non-power attributes of the PV System ("Benefits") are the property of and accrue only to RAMC and Customer hereby assigns to RAMC any and all interest that Customer may now or hereafter have in such Benefits.

Customer agrees to cooperate with RAMC's reasonable requests for assistance in claiming the Benefits, including, without limitation, by filing applications for rebates from the state where the PV System is located, the federal government or any local utility, and assigning the proceeds of such rebates to RAMC. Customer agrees not to do or omit to do any act that could jeopardize RAMC's ability to claim or otherwise reduce RAMC's Benefits.

14. **INDEMNIFICATION, JOINT AND SEVERAL LIABILITY.** To the maximum extent permitted by law, Customer releases RAMC from and assumes liability for, and agrees to indemnify, protect and hold harmless, RAMC, its agents, employees, officers, directors, partners, lenders and each of their respective successors and assigns, from and against, all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or in tort, arising out of the installation, use, condition, operation, ownership, selection, delivery, leasing or return of all or any part of the PV System, regardless of when, how and by whom operated, or any failure on the part of Customer to perform or comply with any of its obligations under this Lease, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of RAMC. Customer shall indemnify Installer from any and all claims, losses, damages, liabilities and costs and expenses arising out of or relating to this Agreement or any violation of or failure of Customer to comply with any applicable Law or any Governmental Approval or failure of or breach by Customer to comply with this Agreement, except for such claims, losses, damages, liabilities, costs or expenses caused by (x) the material breach of any obligation of Installer under this Agreement or applicable Work Order or the willful misconduct or negligence of Installer or (y) the willful misconduct or gross negligence of RAMC. Installer will be a third party beneficiary of Customer's obligation to indemnify Installer under this Agreement and shall have all right to claim under and enforce such indemnification obligations against Customer. Such indemnities and assumptions of liabilities and obligations will continue in full force and effect, notwithstanding the expiration or other termination of this Lease. Nothing contained in this Lease will authorize Customer to operate the PV System so as to incur or impose any liability on, or obligation for or on behalf of, RAMC. If more than one Customer is named on page 1 of this Lease, then liability of each Customer is joint and several.
15. **LIMITATION ON RAMC'S LIABILITY.** RAMC WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OF THE EQUIPMENT, ANY DEFECT OR MALFUNCTION OF THE EQUIPMENT, OR FOR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR RAMC'S PASSIVE NEGLIGENCE. RAMC'S LIABILITY UNDER THIS LEASE WILL NOT EXCEED THE SUM OF THE RENT PAID UNDER THIS LEASE.
16. **NON-CANCELABLE LEASE.** Except as set forth in Section 3 or Section 35 hereof, this Lease cannot be canceled, and Customer agrees that all Customer's obligations are absolute and unconditional. At the Installation Approval Date and to the extent permitted by law, Customer waives any rights and remedies conferred upon a customer by Sections 2A-401 and 2A-402, and Sections 2A-508 through 2A-522 of the Uniform Commercial Code as adopted in the State in which the PV System is located, provided, however, that this waiver will in no event impair or diminish any Customer right or remedy otherwise provided under this Lease. Customer's return or relinquishment of the PV System before the expiration of the Lease Term will not relieve Customer of its remaining obligations under this Lease including, but not limited to, the obligation to pay Rent through the end of the Lease Term.
17. **NO SET-OFF.** The lease of the PV System under this Lease is a net lease; and Customer's obligation to pay all Rents will be absolute and unconditional, and will not be subject to any abatement, reductions, set-off, counterclaim, recoupment, defense interruption, deferment, or other right which Customer may have against RAMC, the manufacturer of any PV System components, the Installer or any other party.
18. **ASSIGNMENT BY CUSTOMER.** Customer will not, without RAMC's prior written consent, (a) sell, assign, transfer, pledge, hypothecate, grant a security interest in, or otherwise dispose of, encumber or allow to exist a lien upon or against, any part of the PV System or this Lease or any interest therein, by operation of law or otherwise, or (b) sublease or lend any part of the PV System or permit any part of the PV System to be used by anyone other than Customer. No assignment or sublease by the Customer under this Lease will relieve the Customer of its primary obligations under this Lease.
19. **SALE OF PREMISES.** In the event that Customer sells the Premises, prior to closing the sale of the Premises Customer shall with thirty (30) days prior written notice to RAMC (i) assign this Lease to the new owner of the Premises provided that (x) the new owner agrees in writing to be bound by the terms of this Lease and (y) RAMC consents in writing, such consent not to be unreasonably withheld, provided that the new owner meets RAMC's then applicable credit requirements; or (ii) purchase the PV System for the greater of the PV System's Appraised Fair Market Value or Early Purchase Amount (in accordance with Section 28 below). EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE WITHOUT RAMC'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

20. **ASSIGNMENT BY RAMC.** RAMC may assign, sell or encumber its interest in all or any part of the PV System or this Lease or both the PV System and this Lease, and, upon RAMC's written request, Customer agrees to execute reasonable documentation acknowledging or otherwise required in connection with such sale, assignment or encumbrance. Upon RAMC's written request, Customer will pay directly to the assignee or transferee all Rent and other sums due and to become due under the assigned Lease. CUSTOMER ACKNOWLEDGES THAT CUSTOMER'S PAYMENT OBLIGATIONS TO AN ASSIGNEE OF RAMC ARE ABSOLUTE AND UNCONDITIONAL. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY ABATEMENT, DEDUCTION, OFF-SET, COUNTERCLAIM, RECOUPMENT, CLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE AGAINST RAMC OR ANY OTHER PARTY. When this Lease is assigned, RAMC's assignee will have and be entitled to exercise any and all rights and remedies of RAMC under this Lease, and all references herein to RAMC will include RAMC's assignee. Customer acknowledges that any assignment by RAMC does not materially change Customer's duties or obligations under this Lease. Notwithstanding the foregoing, any such assignment (a) will be subject to Customer's right to possess and use the PV System so long as Customer is not in default, and (b) will not release RAMC from its obligations under this Lease.
21. **RETURN OF EQUIPMENT.** Customer, at his or her sole expense, will use a RAMC Approved Installer for the de-installation and transportation of the Solar Equipment described in Schedule B. If the PV System is to be returned to RAMC pursuant to this Lease, Customer agrees to return the PV System in the same condition as when delivered to Customer (reasonable wear and tear excepted). All additions, attachments, alterations and repairs made or placed upon any part of the PV System will become part of such PV System and will be the property of RAMC upon installation and will be surrendered and returned to RAMC in accordance with this Section.
22. **EVENTS OF DEFAULT.** The occurrence of any of the following will be deemed to constitute an "Event of Default" under this Lease: (a) Customer fails to pay Rent, any other amount it is obligated to pay under this Lease or any other amount it is obligated to pay to RAMC or the EFT for such payment is rejected or declined, and does not cure such failure within ten (10) days of such amount becoming due; (b) Customer fails to perform or observe any obligation or covenant to be performed or observed by Customer under this Lease and does not cure such failure within ten (10) days of receiving written notice from RAMC; (c) any warranty, representation or statement made or furnished to RAMC by or on behalf of Customer is proven to have been false in any material respect when made or furnished; (d) the attempted sale or encumbrance by Customer of the PV System, or the making of any levy, seizure, location condemnation or attachment thereof or thereon; or (e) the commencement of proceedings under any bankruptcy or other insolvency laws by or against Customer, or any other act of bankruptcy on the part of Customer.
23. **REMEDIES OF RAMC.** At any time after the occurrence of any Event of Default, RAMC may exercise one or more of the following remedies at Customer's full expense (including, without limitation, reasonable attorneys' fees incurred in connection therewith): (a) RAMC may terminate this Lease with respect to the PV System; (b) RAMC may recover from Customer all Rent and other amounts then due under this Lease, and recover, with or without canceling this Lease the Early Purchase Amount as of the Rent due date immediately preceding the Event of Default date as liquidated damages ("Early Purchase Amount" means the amount determinable from the table on Schedule E); (c) RAMC may take possession of the PV System, wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession will not constitute a termination of this Lease; (d) RAMC may demand that Customer return the PV System to RAMC in accordance with Section 21 hereof; and/or (e) RAMC may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

Each of the remedies under this Lease will be cumulative, and not exclusive, and in addition to any other remedy referred to herein or otherwise available to RAMC in law or in equity. Any repossession or subsequent sale or lease by RAMC the PV System will not bar an action for a deficiency as herein provided and Customer will remain liable for any such deficiency after any disposition by RAMC, and the bringing of an action or the entry of judgment against Customer will not bar RAMC's right to repossess any or all items of the PV System.

24. **APPLICABLE LAW; ARBITRATION.** RAMC and Customer agree that in the event of any controversy or claim that arises out of or is related to this Lease or the breach thereof, both parties will promptly make good faith efforts to settle the matter directly between themselves. RAMC and Customer both agree that if any controversy, dispute, disagreement or claim ("Dispute") remains unresolved for ten (10) days following notification in writing that a Dispute exists, any such unresolved Dispute will be submitted to final and binding arbitration.

The laws of the state where the PV System is located shall govern this Lease without giving effect to conflict of laws principles. Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between RAMC and Customer.

Each arbitration, including the selecting of the arbitrator, will be administered by JAMS/Endispute, LLC under its Commercial Arbitration Rules and, in addition, the Due Process Protocol for Mediation and Arbitration of Consumer Disputes most recently in

effect. Arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party can initiate an arbitration proceeding by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://www.jamsadr.com). If a JAMS office does not exist in the county where Customer is located, another arbitrator will be agreed upon or if no other arbitrator can be agreed upon, then the AAA office closest to Customer's Home will be used.

RAMC and Customer shall each bear their own costs and expenses, including attorneys' fees, with respect to any arbitration. However, if under the circumstances relating to the dispute it is determined by the arbitrator that it would be unconscionable or otherwise inappropriate for Customer to pay the JAMS filing and all other fees associated with the arbitration, RAMC will pay such fees for Customer.

Only disputes involving RAMC and Customer may be addressed in the arbitration. You agree that you cannot not pursue any dispute as a "class action" unless the amount in dispute between us is less than three thousand dollars (\$3,000), not including any claim you might bring for attorneys fees or punitive or exemplary damages. This means that the arbitration may not address disputes involving other persons which may be similar to the disputes between you and us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Lease or to make any award that would extend to any transaction other than your own. The prevailing party in any arbitration or court action will be entitled to recover as part of the award its costs and reasonable attorneys' fees and expenses.

Because we have agreed to arbitrate all disputes, neither of us will HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE UNLESS THE AMOUNT IN DISPUTE IS LESS THAN THREE THOUSAND DOLLARS (\$3,000) NOT INCLUDING ANY CLAIM YOU MIGHT BRING FOR ATTORNEYS' FEES OR PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If any portion of this section of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

25. **CREDIT AND FINANCIAL INFORMATION.** Customer authorizes RAMC to (i) obtain a non-investigative consumer report about Customer from any consumer reporting agency at any time and from time to time through the end of the Lease Term, (ii) report Customer's payment performance under this Lease to any credit agencies and/or credit reporting services and (iii) obtain and transmit Customer's name, address and social security number to credit reporting agencies for purposes of verifying Customer's credit history and rating. The Processing Fee paid by Customer upon signing this Lease will in part offset RAMC's costs incurred pursuant to this Section 25. The Processing Fee will also offset RAMC's costs of filing a UCC-1 financing statement or fixture filing pursuant to Section 8 of this Lease and other administrative costs.
26. **INSURANCE, CASUALTY.** The PV System needs to be insured at all times. You will need All Risk coverage against damage to or loss of the System in the amount of \$ 18,472.48.

You agree to obtain and pay for the required insurance through the end of the Lease Term (and any renewal or extension term) with a nationally recognized insurer of your choice. The required insurance may be provided through existing policies that you own or control (like your homeowner's policy). You also agree to name RAMC and anyone else designated by RAMC as a loss payee (someone who can recover directly from your insurance company in the event of a loss related to the System). The insurance policy must provide for at least thirty (30) days' advance notice to RAMC of any cancellation or other material change in coverage. At RAMC's request, you will promptly provide us with written proof of insurance. You will promptly contact us in writing if any of the insurance provider information changes. You authorize us to endorse your name on any check or other instrument we receive for insurance proceeds. This will enable us to deposit a check we receive from your insurance company. Customer will give RAMC prompt notice of any damage to, or loss of, any part of the PV System, or any personal injury or property damage occasioned by the use of the PV System. In the even of the failure of Customer to insure the PV System or to deliver a fully paid policy to RAMC at the times and in the manner herein provided, or in the event of cancellation or expiration of any policy during the term of this contract without replacement by Customer within 10 days, such failure shall constitute an event of default hereunder. RAMC shall have the option, but shall not be required, to procure such insurance for Customer and to advance the premium thereof. Buyer hereby promises to pay any such premium as an additional indebtedness due hereunder.

NO INSURANCE COVERAGE IS INCLUDED IN THIS LEASE OR PROVIDED BY RAMC.



27. **TAXES.** The total dollar amount for all official fees and taxes required to be paid by Customer in connection with the lease is \$     .00 Customer hereby assumes liability for, and will pay when due, and, on a net after-tax basis, will indemnify, protect and hold harmless RAMC against all fees, taxes and governmental charges (including, without limitation, interest and penalties) of any nature imposed on or in any way relating to Customer, any item of the PV System or this Lease and or the Premises (including any increased taxes on the Premises resulting from the installation of the PV System), including any fee, tax or assessment imposed on the Rent or RAMC's income derived from this Lease, regardless of whether such tax is in substitution for or relieves Customer from the payment of taxes it would otherwise be obligated to pay), other than RAMC's Federal, State or local net income taxes ("Customer Taxes"). The total estimated amount of Customer Taxes you will pay over the Lease Term is: \$     .00, whether included in your monthly payments or assessed otherwise. Customer's obligation to pay such Customer Taxes which are due or assessed during the Interim Period and the Lease Term shall survive the expiration of this Lease. Customer will, at its expense, file when due with the appropriate authorities any and all tax and similar returns, and reports required to be filed with respect to Customer Taxes or, if requested by RAMC, notify RAMC of all such requirements and furnish RAMC with all information required for RAMC to make such filings. Any Customer Taxes or other charges paid by RAMC upon failure of Customer to make such payments will, at RAMC's option, become immediately due from Customer to RAMC, will be treated as due and unpaid Rent, and will be subject to the Late Charge and interest from the date paid by RAMC until the date reimbursed by Customer. Customer understands that the Benefits (as defined in Section 13) are the property of and accrue only to RAMC regardless of Customer's obligation to pay or reimburse RAMC for Customer Taxes under this Section 27.

28. **PURCHASE OPTION.** Customer will have the option to purchase the PV System on the sixth (6<sup>th</sup>) anniversary of the Installation Approval Date (a "Purchase Option Date") for the higher of the Early Purchase Amount according to **Schedule E** or the Appraised Fair Market Value, or at the expiration of the Lease Term (also a "Purchase Option Date") for the Appraised Fair Market Value so long as Customer gives RAMC at least ninety (90) days but not more than one hundred eighty (180) days written notice prior to the Purchase Option Date and provided no Customer Event of Default exists at the time Customer gives such written notice or on the date Customer purchases the PV System.

If Customer has the right or obligation under this Lease to purchase PV System at a date other than a Purchase Option Date, then the purchase price shall be the greater of the Early Purchase Amount or the Appraised Fair Market Value. The "Appraised Fair Market Value" of the PV System will be the value determined by a nationally recognized independent appraiser selected by RAMC, with experience and expertise in the solar photovoltaic industry to value such equipment. Such appraiser will act reasonably and in good faith to determine the Fair Market Value and will set forth such determination in a written opinion delivered to the parties. The Fair Market Value of the PV System will be its value in place, and disregarding the costs of removal, shipping and reinstallation. The valuation made by the appraiser will be binding on the parties. The costs of the appraisal will be borne by the Lessee.

If Customer elects to purchase the PV System in accordance with this Section 28, Customer will pay to RAMC the applicable purchase price in full on or before such purchase date and all other amounts then owing and unpaid and such payment will be a condition to Customer's right to purchase the PV System on such date. Upon payment of all such amounts, RAMC will transfer title to the PV System to Customer and this Lease will terminate effective as of the specified purchase date.

29. **SEVERABILITY.** If any provision of this Lease is held to be invalid by a court of competent jurisdiction, such invalidity will not affect the other provisions of this Lease. If the terms of this Lease conflict with the terms of any Schedule, then the terms of the Schedule will govern.

30. **NOTICES.** All notices under this Lease will be in writing and will be deemed given when sent by (a) certified mail, postage prepaid, and return receipt requested, or (b) over-night express courier addressed to the party to which it is being sent at its address set forth herein or to such other address as such party may designate in writing to the other party.

Notices to Customer will be addressed to the mailing address set forth on the first page of this Lease as Customer may update from time to time by written notice to RAMC.

Notices to RAMC should be addressed to:

Renewable Asset Management Co., LLC  
535 E. Diehl Road, Suite 350  
Naperville, IL 60563

Notices to RAMC may also be faxed to: (630-353-0002), or emailed to: [Credit@Sunlender.com](mailto:Credit@Sunlender.com), if a copy is also delivered to RAMC by certified mail or over-night express courier as described above.

31. **AMENDMENTS AND WAIVERS.** This Lease and each Schedule constitute the entire agreement between RAMC and Customer with respect to the lease of the PV System, and supersede all previous communications, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. No provision of this Lease may be



changed, waived, amended or terminated except by a written agreement, specifying such change, waiver, amendment or termination, signed by both Customer and RAMC, except that RAMC may insert the Rent schedule revised in accordance with Section 3, and/or the Installation Approval Date on Schedule A. Schedule D is the Form of Addendum that will be used by Customer and RAMC to make a change to the Rent as described in Section 3 of this Lease or to change the description of the PV System found on page 1 of this Lease. No waiver by RAMC of any Event of Default will be construed as a waiver of any future Event of Default or any other Event of Default. To the extent permitted by applicable law, Customer hereby waives any and all rights and remedies to (a) claim a security interest in the PV System under Customer's possession or control for any reason; (b) recover damages from RAMC for any breaches of warranty or for any other reason; and (c) recover any direct, general, special, incidental, indirect, exemplary or consequential damages, for any reason whatsoever.

Customer Initials HA RAMC Initials RM (as required by Section 2A-208(b) of the Uniform Commercial Code as adopted in the state in which the PV System is located) (NOTE: the reference to 2A-208(b) differs from state to state; may be 2A-208(2), or 208(B), or by completely different code reference.)

32. **CONSTRUCTION.** This Lease will be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State in which the PV System is located. The titles of the sections of this Lease are for convenience only and will not define or limit any of the terms or provisions hereof. Time is of the essence in each of the provisions hereof.
33. **PARTIES.** This Lease will be binding upon, and will inure to the benefit of RAMC and Customer and their successors and permitted assigns.
34. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute but one and the same instrument.
35. **RIGHT TO CANCEL.** YOU, THE CUSTOMER, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS TRANSACTION. SEE THE ATTACHED SCHEDULE G -- NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
36. **EEOA NOTICE.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. If you are denied credit for any reason, the Equal Credit Opportunity Act, Regulation B stipulates that you have the right to know the specific reasons for which you were denied credit. As such, RAMC will, within 30 days of receipt of your written request, provide you with written explanation of the reasons for such denial.

I have read and understand this Lease. I acknowledge receipt of the disclosures on page one of this Lease and have received a complete copy of this Lease and all attachments, including two copies of the notice of cancellation form.

Gary Arnett

Customer Printed Name

Customer Signature

Date

8/23/12

Customer Printed Name

Customer Signature

Date

Mark M. Rozenski

RAMC Authorized Printed Name

RAMC Authorized Signature

Date

8/28/12

**THIS LEASE IS NOT BINDING UPON RAMC UNLESS EITHER SIGNED BY A GENERAL MANAGER OF RAMC OR RAMC CAUSES CONSTRUCTION OF THE PV SYSTEM AT CUSTOMER'S HOME TO COMMENCE.**

## Schedule A

### RENT SCHEDULE

**Monthly Payments** (Payments do not include Interim Rent, processing fees, service charges, late charges or taxes)

Each Monthly Payment is due on the first day of each calendar month, commencing with the first day of the second month after the Installation Approval Date. The monthly rent payment will be electronically deducted from your designated bank account on your lease due date. If you do not authorize automatic payment, there will be a \$10 per month service fee for each month that automatic payment is not authorized.

Month 1	\$100.72	Due on signing of Lease covering the first full calendar month of the Lease Term.
Month 2 thru 12	\$100.72	
Month 13 thru 24	\$103.64	
Month 25 thru 36	\$106.65	
Month 37 thru 48	\$109.74	
Month 49 thru 60	\$112.92	
Month 61 thru 72	\$116.19	
Month 73 thru 84	\$119.56	
Month 85 thru 96	\$123.03	
Month 97 thru 108	\$126.60	
Month 109 thru 120	\$130.27	
Month 121 thru 132	\$134.05	
Month 133 thru 144	\$137.94	
Month 145 thru 156	\$141.94	
Month 157 thru 168	\$146.06	
Month 169 thru 180	\$150.30	
Month 181 thru 192	\$154.66	
Month 193 thru 204	\$159.15	
Month 205 thru 216	\$163.77	
Month 217 thru 228	\$168.52	
Month 229 thru 240	\$173.41	
Total of Monthly Payments:	\$32,149.44	

## Schedule A - Continued

# Authorization of Automatic Payment (Complete and return to RAMC)

Name: <u>Gary J. Arnett</u> Address: <u>18212 N. 43<sup>rd</sup> Pl.</u> City/State/Zip: <u>Phoenix, AZ. 85032</u>	<b>Instructions:</b> 1. Please complete payment and transfer information in Section 2, 3 and 4. 2. Sign and date in "Authorized Signers" Section 5. 3. Return the completed form to: RAMC P.O. Box 207 Naperville, IL 60565 Fax: 630-353-0002 Credit@Sunlender.com
--	--

Request Type	<input checked="" type="checkbox"/> Setup - New	<input type="checkbox"/> Change
Account Number	Account Type <input checked="" type="checkbox"/> Checking* <input type="checkbox"/> Savings	Financial Institution Name <u>US Bank</u>
	*If Checking, attach a voided check	Routing/Transit Number

Account Number	Payment Option <input type="checkbox"/> Monthly Rent Due	First Payment Amount*	Payment Date**
		\$	

\*The First Monthly Rent Payment Due is per your Lease Agreement and will be deducted from your account upon signing the Lease. Any processing fees, taxes or additional charges agreed upon in the Lease will also be deducted.

Account Number	Payment Type <input type="checkbox"/> Monthly Rent Due	Amount	Date
		See Schedule A of Lease	The first day of each calendar month.

\*The Monthly Rent Payment Due is per your Lease Agreement and will vary according to Schedule A of your Lease Agreement. Any late charges or NSF charges owed will be deducted automatically in addition to your payment.

In this authorization, the words "you" and "your" refer to the customer(s) who sign below; the term "Deposit Account" refers to the checking or savings account shown above; the term "Credit Account" refers to the credit account shown above; the words "we", "us", and "our" refer to FMSI; and the word "Sender" refers to the financial institution with the Deposit Account.

You authorize us and the Sender to initiate automatic payments from the Deposit Account. If there are insufficient funds in the Deposit Account on the specific payment date, we reserve the right to take the payment in whole or part when the funds become available. This authority will remain in effect until you notify us to cancel it in time to allow us a reasonable opportunity to act. You can stop payment on any entry by notifying the Sender 3 business days before the Deposit Account is to be charged. You can request the Sender to block future automatic payments; however, the Sender may require you to provide them with written confirmation within 14 days that you have cancelled your authorization with us. You can dispute an erroneous charge to your Deposit Account by notifying the Sender of any error, provided the Sender receives notice within 60 business days after the statement first containing the error was mailed to you.

Signature <u>Gary Arnett</u>	Signature _____
Print Name <u>Gary Arnett</u>	Print Name _____
Date <u>8/23/12</u>	Date _____

GARY J ARNETT  
18212 N 43RD PL  
PHOENIX, AZ 85032-1410

91-515/1221

161

DATE

PAY TO THE  
ORDER OF

\$

DOLLARS



Security Features  
Indicated  
Drawn on Back

**usbank.** All of  serving you®

MEMO

AT

## Schedule B

## SYSTEM DESCRIPTION

Utility Approval Date: \_\_\_\_\_

## CentroPack E Modules SMA Inverter Solar Moun

Description	Quantity
CentroSolar	14
3,360 Watt DC (STC)	
2,822 Watt AC (CEC)	
SMA	1

Part	Description	Quantity
105024	E240B	14
201014	SB3000HF-US	1
210017	WARRANTY 10YR EXTENDED SB3000-US/SB2000H	1
260000	METER DIGITAL KWH F2S FOCUS	1
260013	METER SOCKET MILBANK U5929-XL-INS 100A 2	1
300004	CENTRODATA SPPVB5-101 REVENUE GR CT NEMA	1
301008	REVENUE GRADE MONITORING 6 TO 20 YR LICE	1
301014	ETHERNET ADAPTER SOLARLINK 9650-WT	2
310029	SAFETY SWITCH DG221URB 30A 240V 2P NON F	1
410004	PULLBOX ACE2-P TWO POLE W/GND	1
422000	PV GROUND WIRE (PER FT)	75
424003	PV CABLE TYCO #10X75FT M/F D600009-75	1
430004	CONNECTOR TYCO 2106207-1 LATCH LOCKING C	15
432002	LUG LAY-IN WEEB Lug 6.7 SGL 1/4in BOLT	2
432004	WEEB BONDING JUMPER-6.7	6
436000	WIRE CLIP-SMALL 410 ST-ST DCS-1306 50PK	1
436001	WIRE TIE-BLACK 13" SUN RES. TY527MX 50PK	1
601010	SOLARMOUNT 310132C-B 132in RAIL SGL CLR	4
601011	SOLARMOUNT 310168C-B 168in RAIL SGL CLR	4
603035	END CLAMP SET E 302005D DRK SGL	4
603041	MID CLAMP SET EFJ 302104D DRK SGL	26
604057	SPLICE BAR 303001C W/HDW SGL CLR	6
604059	STANDOFF 6" 004600C FLAT TOP ALUM 2PC SG	16
604063	L FEET 304000C SGL CLR ANO W/BOLT	16
700002	ACCESSORY ADDER SPLIT ARRAY	1
701024	NEC LABEL SET D600001	1
701079	DC LABEL	1
701080	AC LABEL	2
710XXX	MANUAL	1
Adders	Adders	1
Processing	CentroPack Processing and Handling	1
Shipping	Shipping	1

## **SCHEDULE C**

### **RAMC Disclaimer of Warranties and Assignment of Installer and Manufacturer Limited Warranty and PV System Output Guaranty ("Limited Warranty and Guaranty").**

RAMC warrants to Customer that during the Lease Term, the PV Equipment provided by RAMC under this Lease will function so as to be capable of generating electricity from solar energy, of a quality that may be utilized in a residential dwelling in lieu of electricity purchased from and delivered by any local utility provider. RAMC makes no warranties as to the quantity of such electricity that may be generated by the PV Equipment, nor any other warranties as to the quality of the electricity. RAMC shall not be deemed to be in violation of its warranty due to any action or inaction of Customer rendering the PV Equipment inoperative or less operative than it would have been were it not for the Customer's action or inaction. However, RAMC hereby assigns to Customer for the term of the Lease, without recourse and for so long as Customer is not in Default under the Lease, all warranties provided by the Installer and/or Manufacturer to RAMC under RAMC's purchase and installation contracts with Installer and/or Manufacturer and/or under applicable law.

NOTE, HOWEVER, THAT RAMC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TITLE TO, DESIGN, OPERATION, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN, PV EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), LACK OF INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT, AND LESSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES; IT BEING UNDERSTOOD THAT THE PV EQUIPMENT IS, TO THE EXTENT PERMITTED BY LAW, LEASED TO CUSTOMER ON AN AS-IS, WHERE-IS BASIS EXCEPT WITH RESPECT TO THE WARRANTIES EXPRESSLY STATED HEREIN. IN NO EVENT SHALL RAMC BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM ANY FAILURE OF THE SYSTEM OR ANY DELAY IN THE DELIVERY OF ANY COMPONENT OR ANY DELAY IN THE PERFORMANCE OF ANY MAINTENANCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S FULL AND COMPLETE ENERGY NEEDS MAY NOT BE PROVIDED BY THE PV EQUIPMENT, AND IN SUCH INSTANCE CUSTOMER WILL BE RESPONSIBLE AT CUSTOMER'S OWN COST AND EXPENSE, FOR PURCHASING ANY AND ALL ADDITIONAL ENERGY NEEDS FROM CUSTOMER'S LOCAL UTILITY PROVIDER.

#### **Manufacturer Limited Warranty and Limited Power Warranty:**

See Attached Schedule C-1

#### **Installer Limited Warranty:**

Schedule D

CUSTOMER CERTIFICATE OF COMPLETION  
INSTALLATION APPROVAL DATE

This is to certify that as of \_\_\_\_\_, 20\_\_\_\_\_, that  
STEALTH SOLAR LLC (Installer) has satisfactorily completed installation  
of the PV System described in the Lease for our residence located at:

18212 N 43rd Pl Phoenix AZ 85032  
Street City St Zip

Renewable Asset Management Co., LLC ("RAMC") is authorized to pay to the Installer or the Installer's  
Assignee listed above the full amount of our Lease Agreement. Further, all conditions and terms of said Lease  
have been reviewed and acknowledged. By signing below, Customer waives any assertion of non-acceptance  
and waives any right to revoke acceptance.

Printed Name of RAMC Customer: Gary Arnett

\_\_\_\_\_  
Signature of RAMC Customer

Printed Name of RAMC Co-Customer: \_\_\_\_\_

\_\_\_\_\_  
Signature of RAMC Co-Customer

Date Signed: \_\_\_\_\_

**For Office Use Only**

Installer Program ID # 80100010

Customer ID # \_\_\_\_\_

Customer Authorization # 451101

Date Received by RAMC: \_\_\_\_\_

Date of Funding by RAMC to Installer: \_\_\_\_\_

Amount Funded by RAMC to Installer: \_\_\_\_\_



**Schedule E**

**EARLY PURCHASE AMOUNTS**

Customer will have the option to purchase the PV System on the sixth (6<sup>th</sup>) anniversary of the Installation Approval Date ("Purchase Option Date") for the higher of the Early Purchase Amount or the Appraised Fair Market Value. The Early Purchase Amount is calculated as the total of all remaining payment obligations due on the Lease as disclosed on Schedule A.

## SCHEDULE F - NOTICE OF CANCELLATION

Date of Transaction: August 23<sup>rd</sup> 2012

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (the date you entered into your Residential Solar PV System Lease Agreement with RAMC).

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by RAMC of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to RAMC at your residence, in substantially as good condition as when received, any Goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of RAMC regarding the return shipment of the goods at RAMC's expense and risk.

If you do make the goods available to RAMC and RAMC does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to RAMC, or if you agree to return the goods to RAMC and fail to do so, then you remain liable for performance of all obligations under the Lease.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to FMSI-Consumer Credit Corp., 535 E. Diehl Road, Suite 350, Naperville, IL 60563 not later than midnight of the third business day (which excludes weekends and holidays) after the above date.

I hereby cancel this transaction.

Customer Printed Name

Customer Signature

Date

Customer Address

City

State

Zip

SCHEDULE F - NOTICE OF CANCELLATION

Date of Transaction: 8/23/, 2012

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (the date you entered into your Residential Solar PV System Lease Agreement with RAMC).

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by RAMC of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to RAMC at your residence, in substantially as good condition as when received, any Goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of RAMC regarding the return shipment of the goods at RAMC's expense and risk.

If you do make the goods available to RAMC and RAMC does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to RAMC, or if you agree to return the goods to RAMC and fail to do so, then you remain liable for performance of all obligations under the Lease.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to FMSI-Consumer Credit Corp., 535 E. Diehl Road, Suite 350, Naperville, IL 60563 not later than midnight of the third business day (which excludes weekends and holidays) after the above date.

I hereby cancel this transaction.

Customer Printed Name	Customer Signature	Date
-----------------------	--------------------	------

Customer Address	City	State	Zip
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