

Customer Name and Address
Piet Pompies
221B Baker Street
Paarl, WC 7646

Installation Location
221B Baker Street
Paarl, WC 7646

Date

Key Terms to your Power Purchase Agreement

R0

System Installation Cost

R1,32

Electricity Rate / kWh

Initial here _____

20yrs

Agreement Term

Initial here _____

The LightGrid™ Commitment

- We guarantee that if you sell your Home, the buyer will qualify to assume your Agreement. Initial here _____
- We warrant all of our roofing work.
- We restore your roof at the end of the Agreement.
- We warrant, insure, maintain and repair the System. Initial here _____
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The rate you pay us will never increase by more than 2.90% per year.

Amount due at contract signing

\$0

Est. amount due at installation

\$0

Est. amount due at building inspection **\$0**

Est. first year production

6,000 kWh

Your Choices at the End of the Initial Term:

- LightGrid will remove the System at no cost to you.
- You can upgrade to a new System with the latest solar technology under a new contract.
- You may purchase the System from LightGrid for its fair market value as specified in the Agreement.
- You may renew this Agreement for up to ten (10) years in two (2) five (5) year increments.

Options for System Purchase:

- At certain times, as specified in the Agreement, you may purchase the System.
- These options apply during the 20 year term of our Agreement and not beyond that term.





Terms & Conditions

1. Introduction.

This Power Purchase Agreement (this "Power Purchase Agreement," "Agreement" or "PPA") is the agreement between you and LightGrid Energy Company (together with its successors and assigns, "LightGrid Energy" or "we"), covering the sale to you of the power produced by the solar panel system (the "System") we will install at your home. LightGrid Energy agrees to sell to you, and you agree to buy from LightGrid Energy, all of the power produced by the System. The System will be installed by LightGrid Energy at the address you listed above (the "Property" or your "Home"). This Power Purchase Agreement is eight (8) pages long and has up to three (3) Exhibits depending on the state where you live. LightGrid Energy provides you with a Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit 2**. If you have any questions regarding this Power Purchase Agreement, please ask your LightGrid Energy sales consultant.

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

2. Term.

LightGrid Energy agrees to sell you the power generated by the System for 20 years (240 months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the "Term." The Term begins on the Interconnection Date. The "Interconnection Date" is the date that the System is turned on and generating power. LightGrid Energy will notify you when your System is ready to be turned on.

3. Intentionally Left Blank.

4. Power Purchase Agreement Payments; Amounts.

a. Power Price. During the first year of the term, you are purchasing all of the power the System produces for R1.71 per kWh. After the first year, the price per kWh will increase by 5.30% per year. There are no installation costs.

b. Payments.

Your monthly payments will be the product of (A) the price per kWh multiplied by (B) the actual kWh output for the calendar month ("Monthly Payments"). Invoices for Monthly Payments will be mailed or emailed no later than ten (10) days after the end of a calendar month. If you are paying your invoice by automatic debit from your checking or savings account we will debit your bank account on or about the 1st day of the next month following invoice (e.g. January invoices are sent in early February and debited on or about March 1). Monthly Payments will change as your price per kWh changes over the Term of this PPA and as System production varies (e.g., summer has higher production). You will have regular access to the System's production via your LightGrid Energy online account. Payments due upon installation, if any, are due immediately prior to commencement of installation. **You will make no Monthly Payments if you are fully prepaying this PPA. In this case, you will pay only the amounts listed in the key terms summary on page one of this PPA.**

c. Estimated Production. If

- i. the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Term because of your actions; or
- ii. you take some action that significantly reduces the output of the System;
- iii. you don't trim your bushes or trees to their appearance when you signed this PPA to avoid foliage growth from shading the System; or
- iv. your System is not reporting production to LightGrid Energy (e.g. you have disconnected the PowerGuide system or the internet connection at your Home goes down on the reporting day), then LightGrid Energy will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production to LightGrid Energy, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to LightGrid Energy's fault, or if it's due to grid failure or power outages caused by someone other than you.

5. Power Purchase Agreement Obligations.

a. System, Home and Property Maintenance You agree to:

- i. only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- ii. keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when LightGrid Energy installed it;
- iii. not modify your Home in a way that shades the System;
- iv. be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your home that was not permitted);
- v. not remove any markings or identification tags on the System;
- vi. permit LightGrid Energy, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- vii. use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

- viii. not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- ix. notify LightGrid Energy if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your power supplier;
- x. have anyone who has an ownership interest in your Home sign this Power Purchase Agreement;
- xi. return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- xii. maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by LightGrid Energy to communicate wirelessly with the system's inverter (typically this is 25 meters, but may depend on site conditions). See section 2(c)(ii) of the Limited Warranty for details; and
- xiii. if your home is governed by a home owner's association or similar community organisation, obtain all approvals and authorisations for the System required by that organisation and advise us of any requirements of that organisation that will otherwise impact the System, its installation or operation.
- xiv. if your home is governed by a home owner's association or similar community organisation, obtain all approvals and authorisations for the System required by that organisation and advise us of any requirements of that organisation that will otherwise impact the System, its installation or operation.

b. System Construction, Repair, Insurance and LightGrid Energy's obligations:

LightGrid Energy agrees to:

- i. schedule the installation of the System at a mutually convenient date and time;
- ii. construct the System according to written plans you review;
- iii. provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
- iv. provide you with a home energy evaluation;
- v. notify you if the System design has to be materially changed so that you can review any such changes;
- vi. clean up after ourselves during the construction of the System;
- vii. insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) that damage or loss is caused by ball strikes; or (C) you intentionally damage the System;
- viii. repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- ix. create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this PPA even if LightGrid Energy ceases to operate; and
- x. not put a lien on your Home or Property.

c. Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to the Limited Warranty.

d. Automatic Payment, Late Charges, Fees

In addition to the other amounts you agree to pay in this Power Purchase Agreement, you agree to pay the following:

- i. Automatic Payment Discount: If you make your Monthly Payments by allowing us to automatically debit your checking or savings account, then you will receive a discount of R110 on your Monthly Payments. The Monthly Payments listed in Section 4 of this Agreement reflect this discount. If you do not allow the automatic debit, this discount will not be applied to your Monthly Payments and each Monthly Payment will be R110 greater;
- ii. Returned Check Fee: R320 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- iii. Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law.

e. Taxes

Your LightGrid Energy electricity rate of R1.80 per kWh is composed of an electricity rate of R1.80 plus current taxes of R0.0000. You agree to pay any changes in the applicable taxes related to this PPA. Thus, if tax rates change, your LightGrid Energy electricity rate will change to reflect this rate change. If this PPA contains a purchase option at the end of the Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy.

f. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without LightGrid Energy's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be LightGrid Energy's property.

g. Access to the System

- i. You grant to LightGrid Energy and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing LightGrid Energy's rights as to this Power Purchase Agreement and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Power Purchase Agreement expires to provide LightGrid Energy with time to



remove the System at the end of the Power Purchase Agreement. LightGrid Energy shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

- ii. During the time that LightGrid Energy has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but LightGrid Energy has the right to file any financing statement or fixture filing that confirms its interest in the System.

h. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless LightGrid Energy, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or wilful misconduct; provided, that nothing herein shall require you to indemnify LightGrid Energy for its own negligence or wilful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

i. Payments

SUBJECT TO SECTION 4(b) ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENCE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6, 23 AND 24, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

j. Credit Check

You authorise LightGrid Energy, or its designee, to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with LightGrid Energy's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

6. Conditions Prior to Installation of the System; Change Orders.

- a. LightGrid Energy's obligation to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:
 - i. completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - ii. approval of this Power Purchase Agreement by one of LightGrid Energy's financing parties;
 - iii. your meeting the applicable credit score;
 - iv. confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payments set forth in this Power Purchase Agreement;
 - v. confirmation that LightGrid Energy will obtain all applicable benefits referred to in Section 9;
 - vi. receipt of all necessary zoning, land use and building permits; and
 - vii. completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).
 - viii. if your home is governed by a home owner's association or similar community organisation, your receipt of all approvals and authorisations for the System required by that organisation and advising us of any requirements of that organisation that will otherwise impact the System, its installation or operation.

LightGrid Energy may terminate this Power Purchase Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once LightGrid Energy starts installation, however, it may not terminate this Power Purchase Agreement for your failure to satisfy conditions (i) through (vii) above.

b. Amendments.

The System's initial estimated production is set forth in this PPA. After System design, the estimated production is likely to change and we will share those changes with you prior to installation. If the estimated production increases or decreases by more than twenty percent (20%), we will document that change in an amendment..

You authorise LightGrid Energy to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA we both sign.

7. Warranty.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.



8. Transfer.

LightGrid Energy will assign this PPA to one of its financing partners. You agree that LightGrid Energy may assign, sell or transfer the System and this Power Purchase Agreement, or any part of this Power Purchase Agreement or the exhibits, without your consent. This assignment does not change LightGrid Energy's obligation to maintain and repair your System as set forth in the Warranty.

9. Ownership of the System; Tax Credits and Rebates.

You agree that the System is LightGrid Energy's personal property under the Uniform Commercial Code. You understand and agree that this PPA is not a contract to sell or lease the System to you. LightGrid Energy owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by LightGrid Energy, and shall at your expense protect and defend LightGrid Energy against the same.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF LightGrid ENERGY, USABLE AT ITS SOLE DISCRETION. LightGrid ENERGY SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS.

YOU AGREE TO REASONABLY COOPERATE WITH LightGrid ENERGY SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO LightGrid ENERGY.

10. Purchasing the System Prior to the End of the Term.

In addition to purchasing the System at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. To exercise this option you must be in good standing under this Power Purchase Agreement and you need to give us at least one (1) month's, but not more than three (3) months' prior written notice. You can purchase this System:

- i. on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and
- ii. at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Home; and
- iii. if LightGrid Energy ever ceases its operations.

In each of (i), (ii) and (iii) above, the price you will pay for the System will be the System's fair market value ("FMV"). A third party independent appraiser will be retained to compute the System's FMV. LightGrid Energy's maintenance and repair obligations under the Limited Warranty (Exhibit 2) will continue when you purchase the System until what would have been the end of the original Term.

11. Renewal.

If you are in compliance with your PPA, you have the option to renew your PPA for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Term, which forms shall set forth the new Monthly Payments due under the renewal PPA, based on our assessment of the then current fair market value of the System. If you want to renew, complete the renewal forms and return them to us at least one (1) month prior to the end of the PPA. In the event that you do not agree to the new Monthly Payments this PPA shall expire by its terms on the termination date. If you don't send us anything in writing after we send you the renewal forms, then this PPA shall renew for an additional one (1) year term at ten percent (10%) less than the then- current average rate charged by your local utility and shall continue to renew for one (1) year terms at the same rate as your first renewal until (i) you give us notice at least thirty (30) days prior to a renewal term that you do not wish to renew; or (ii) we send you a notice terminating the PPA.

12. Selling Your Home.

a. If you sell your Home you can:

i. Transfer this Power Purchase Agreement and the Monthly Payments

The person buying your Home (the "Home Buyer") can sign a transfer agreement assuming all of your rights and obligations under this Agreement by qualifying in one of three ways:

1. The Home Buyer has a FICO score of 650 or greater;
2. The Home Buyer is paying cash for your Home; or
3. If the Home Buyer does not qualify under (1) or (2), the Home Buyer qualifies for a mortgage to purchase your Home and either you or the Home Buyer pays us a \$250 credit exception fee.

ii. Move the System to Your New Home

Where permitted by the utility(s), the System can be moved to your new home pursuant to Section 4 of the Limited Warranty. You will need to provide the same rights to LightGrid Energy as provided for in this PPA and provide any third party consents or releases required by LightGrid Energy in connection with the substitute premises.

iii. Prepay this Power Purchase Agreement and Transfer only the Use of the System

At any time during the Term, you can prepay this Power Purchase Agreement in full by paying LightGrid Energy the expected remaining payments (estimated future production during the rest of the Term multiplied by the average kWh rate during the rest of the Term) at a five percent (5%) discount rate. The person buying your Home will only need to sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this PPA. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this PPA.



iv. Purchase the System (see Section 10)

- b. You agree to give LightGrid Energy at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your PPA obligations. In connection with this assumption, you, your approved buyer and LightGrid Energy shall execute a written transfer of this PPA.
- c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Power Purchase Agreement. Section 12(a) includes a Home sale by your estate or heirs.
- d. Free Assumability. This agreement is free of any restrictions that would prevent the homeowner from freely transferring their home ("Property"). LightGrid Energy will not prohibit the sale, conveyance or refinancing of the Property. LightGrid Energy may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves their rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. LightGrid Energy shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. LightGrid Energy shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.
- e. (e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

13. Loss or Damage.

- a. Unless you are grossly negligent, you intentionally damage the System, or damage or loss to the System is caused by ball strikes, LightGrid Energy will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA, including Monthly Payments.
- b. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA and, cooperate with LightGrid Energy, at LightGrid Energy's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

14. Limitation of Liability.

a. No Consequential Damages

LightGrid ENERGY'S LIABILITY TO YOU UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

b. Actual Damages

EXCEPT FOR CLAIMS UNDER SECTION 5(H), NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 16(H). DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN SECTION 6(C) OF THE LIMITED WARRANTY.

15. Default.

You will be in default under this Power Purchase Agreement if any one of the following occurs:

- a. you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- b. you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- c. you or your guarantor have provided any false or misleading financial or other information to obtain this Power Purchase Agreement;
- d. you assign, transfer, encumber, sublet or sell this PPA or any part of the System without LightGrid Energy's prior written consent; or
- e. you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

16. Remedies in Case of Default.

If this Power Purchase Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- a. terminate this PPA;
- b. take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;



- c. require you, at your expense, to return the System or make it available to us in a reasonable manner;
- d. proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;
- e. disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- f. report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- g. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- h. recover from you (i) a payment equal to the purchase price as set forth in this agreement plus (ii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or
- i. use any other remedy available to us in this PPA or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this PPA as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, LightGrid Energy does not give up its right to use another remedy. By deciding not to use any remedy should this Power Purchase Agreement be in default, LightGrid Energy does not give up our right to use that remedy in case of a subsequent default.

17. System Removal; Return.

At the end of the Term or the termination of this PPA, if you have not renewed this PPA or exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to call LightGrid Energy at the telephone number listed in Section 7 of Exhibit 2 to schedule a convenient time for LightGrid Energy to remove the System from your Home at no cost to you.

18. Applicable Law; Arbitration.

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

Lorem ipsum...

Only Disputes involving you and LightGrid Energy may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and LightGrid Energy.

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The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law. BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

19. Waiver.

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

20. Privacy/Publicity

You grant LightGrid Energy the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of your Project. LightGrid Energy shall not knowingly release any personally identifiable information about you or any data associating you with the Project location. You may opt-out of these publicity rights by giving us written notice and mailing it to: LightGrid Energy Company, Attention: **Address...**

21. Notices.

All notices under this PPA shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

22. Entire Agreement; Changes.

This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. Only an



authorised officer of LightGrid Energy may execute any change to this Agreement on behalf of LightGrid Energy. If any portion of this PPA 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.
REST OF PAGE INTENTIONALLY LEFT BLANK.