



236 West 30th Street  
Suite 600  
New York, NY 10001  
844-GO-LEVEL  
levelsolar.com

Federal ID Number: 46-4060893  
State/Local License No: \_\_\_\_\_  
Customer Number: 112807

## POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made between Level Solar Inc., a Delaware Corporation ("*Level Solar*") and the undersigned Customer ("*You*", "*Your*", "*Consumer*") as of the Transaction Date set forth below.

Full Name: Daniel Castro

Address: 125 Running Brook Rd

City: Boston

State: MA Zip: 02132

Phone Number: [REDACTED]

Alternate Phone: \_\_\_\_\_

Email: [REDACTED]

### SUMMARY OF TERMS

Down Payment:	\$0
Initial Electricity Price:	\$0.145 per kWh
Price per kWh annual increase:	2.4%
Term:	20 Years

#### 1. PARTIES

**1.1 You, the Consumer.** You represent that You are the owner of the property located at the address set forth above ("*Your Property*") and You have the authority to enter into this Agreement on behalf of all owners of Your Property. Under this Agreement, You agree to permit Level Solar to design and install a solar photovoltaic system and related energy monitoring equipment (the "*System*") on Your Property which will be described to You in a System design presented to You before the installation begins ("*System Design Authorization*"). You agree to pay Level Solar for the electricity generated by the System, and to the other rights and obligations in this Agreement. This Agreement comprises both the Power Purchase Agreement, the State Disclosure Exhibit, and the System Design Authorization (together, this "*Agreement*").

**1.2 Level Solar.** Level Solar will install a System on Your roof at no cost to You, own and maintain the System, and sell the electricity it generates to You, as further described in this Agreement ("*Level Solar's Duties*"). You agree that Level Solar may use contractors or agents to perform or assist in performing Level Solar's Duties.

#### 2. CREDIT CHECK AND AUTHORIZATION

**2.1 Credit Application.** You authorize Level Solar to conduct a credit check and determine whether You meet the credit eligibility criteria for entry into this Agreement and to share your credit information with Level Solar's financing partners. If Level Solar, in its sole discretion, approves this solar financing (the "*Financing Approval*"), Level Solar will sign this Agreement, notify You, and this Agreement will become effective.

**2.2 Authorization.** You authorize Level Solar to begin the design, permitting, construction, installation, and testing of the System in accordance with the terms of the Financing Approval. If the System is not installed according to the terms of the Financing Approval within one hundred and twenty (120) calendar days of the date of the Financing Approval, this Agreement will terminate with no liability to either party.

#### 3. TERM

**3.1 Effective Date.** This Agreement becomes effective when both You and Level Solar have signed the Agreement on the Signature Page.

**3.2 In-Service Date.** The "In-Service" date will be the day after: (a) the System produces electricity; (b) Level Solar receives notice from Your local utility ("*Utility*") that the System is approved for operation ("*Utility Approval*") and (c) all required permits, certificates, inspections, and related documentation have been obtained by Level Solar.

**3.3 Term.** This Agreement will continue in effect until the twentieth anniversary of the In-Service Date, unless it is terminated earlier according to its terms (the "*Term*").

#### 4. OWNERSHIP OF SYSTEM, CREDITS AND INCENTIVES

**4.1 In General.** You acknowledge and agree that, until and unless You purchase the System, that (a) Level Solar will own the System, which will remain removable equipment and not be a fixture; (b) You will not allow the System to become subject to any other lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against Your interest in Your Property, or any other property belonging to You; (c) You agree to grant Level Solar the right to file any Uniform Commercial Code ("*UCC*") financing statement or fixture filing in state or local records to secure ownership interest in the System; and (d) You will have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the System.

**4.2 Credits & Incentives.** You agree that Level Solar shall retain all rights, titles and interests in all federal, state, local and utility investment tax credits, grants, tax depreciation,

agreement to purchase solar electricity equipment from Level Solar, except with regard to purchase options described in Sections 6 and 11.

**5.2 Energy Generation And Monitoring.** Level Solar will monitor the solar electricity generated by the System using a measurement device provided by Level Solar. If the meter fails or is found to be inaccurate, Level Solar will replace the meter and adjust Your bill in the next billing cycle based on historical production. You will be responsible for any damage or inaccuracies in the meter that are caused by You or any other person unrelated to Level Solar who may come onto Your Property. You and Level Solar agree that the meter (or estimate of power supplied in the case of a meter malfunction) shall be the final determinant of the System's electricity generation.

**5.3 Production Guarantee.** Level Solar will guarantee that the production of the System will exceed a minimum amount of electricity, measured in kilowatt hours (kWh), which will be described to You in the System Design Authorization.

**5.4 Internet Connection.** Level Solar will monitor the System performance using Your high-speed internet service. You agree to maintain a high-speed internet service during the Term. If Your internet service is not operational for any period, Level Solar will estimate electricity generation based on historical or modeled production.

**5.5 Billing.** Level Solar will prepare an electronic invoice specifying the payment due, including any applicable taxes, from You to Level Solar, once per month during the Term starting from the In-Service date (each month being a "*Billing Cycle*"). Each Billing Cycle, Level Solar will charge You for the electricity produced by the System at the kWh rate for the applicable month.

**5.6 Methods of Payment.** You agree that Your invoice, as well as any late payment charges incurred by You will be paid by Level Solar electronically debiting Your checking or savings account. It is Your responsibility to ensure there are adequate funds or adequate credit for the payment due.

**5.7 Invoicing And Late Fees.** Level Solar will mail or e-mail You an invoice no later than five (5) calendar days after the end of each Billing Cycle. You agree to pay the amount specified in each invoice by the due date specified in such invoice, which shall be no earlier than twenty (20) calendar days after the date of the invoice. If Level Solar does not receive Your payment by the due date on the invoice, Level Solar may charge You the lesser of an administrative late fee of (i) ten dollars (\$10) and interest at an annual rate of 10% on the portion of Your balance that is more than thirty (30) calendar days past due, or (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You are responsible for any overdraft fees and/or fees by Your financial institution related to Your payment method.

**5.8 Taxes.** Unless prohibited by law, You agree to pay Level Solar for any taxes paid by Level Solar for the sale and purchase of solar electricity from Level Solar or, if You have chosen to purchase the System, on Your purchase of the System from Level Solar including all applicable sales taxes under the terms of this Agreement.

#### 6. OPTIONS ON THE SALE, TRANSFER OR ASSIGNMENT OF YOUR PROPERTY

**6.1 Your Transfer Options.** If You sell, transfer or assign Your Property during the Term or during any renewal term, You must do one of the following:

(a) Assign this Agreement to the new owner, provided that the new owner first submits a credit application to Level Solar and agrees in writing to be bound by all of the terms and conditions of this Agreement and Level Solar approves the new owner's credit, which

## 7. WARRANTIES

**7.1 Limited Warranties.** During the Term, the System will be free from defects in workmanship or defects in, or a breakdown of, materials and components under normal use and service conditions. Level Solar will warrant roof damage caused by roof penetrations in the course of installing the System ("Roof Warranty"). The Roof Warranty will be in effect for either: (a) one (1) year; or (b) the length of any existing installation warranty or new home builder performance warranty for Your roof, whichever period is longer. Level Solar will accept any valid equipment warranty claim made during the Term by any person who either purchases the System from You or to whom You properly transferred this Agreement.

## 8. SYSTEM MAINTENANCE, REMOVAL AND DISCONNECTION

**8.1 In General.** During the Term of this Agreement, Level Solar shall provide for the maintenance and repair of the System, assuming normal wear and use of the System, including replacement of defective equipment, such as photovoltaic modules and electric inverters.

**8.2 Removal.** If You wish to temporarily remove the System to allow for maintenance of and/or repair to Your Property, You agree to (a) notify Level Solar thirty (30) days in advance of such removal, and (b) hire Level Solar to remove and re-install the System for a fee of \$400. You will be liable to Level Solar for any damage to the System caused by Your failure to comply with the provisions of this Section 8.2.

**8.3 Disconnect Payment.** If You temporarily remove or disconnect the System, Level Solar will bill You for the sum of electricity payments You would have made to Level Solar if the System had been connected, and the sum of any rebate and incentive payments Level Solar would have received if the system had not been disconnected. The sum of electricity payments will be determined based on historical performance of the System and the kWh rate for the applicable months.

## 9. YOUR OBLIGATIONS

**9.1 Solar and Property Access.** You agree to maintain unobstructed access to the sun for the System, including, but not limited to, keeping trees and other vegetation trimmed such that the System receives at least as much sunlight as when it was installed, and taking all reasonable and necessary actions to secure and enforce any solar access rights for the System that may exist in Your jurisdiction. You grant Level Solar and its agents reasonable access to Your Property for the purpose of designing, installing, testing, operating and maintaining the System and performing Level Solar's Duties. Your failure to provide such access shall not relieve You of Your obligations under this Agreement.

**9.2 Permits.** You agree to cooperate with Level Solar and assist in preparing and obtaining any required permits.

**9.3 Permitted Uses of the System.** You agree to use the electricity generated from the System for purposes permitted by all applicable laws and regulations, including, but not limited to providing power to Your home and Your vehicles. You acknowledge that, in accordance with applicable federal tax rules, the System shall not directly connect to, generate electricity for the purposes of heating, or be sized to heat a swimming pool.

**9.4 Utility Connection.** You agree to allow Level Solar to connect the System to Your local electric utility grid, and shall provide all necessary authorizations and assistance for such interconnection.

**9.5 Indemnification.** You agree to defend, indemnify and hold harmless Level Solar and its affiliates, officers, directors, members, employees and agents (the "Indemnified Persons") from and against any liabilities, losses, damages, penalties, claims, judgments or expenses (including reasonable legal fees and expenses) arising out of or in connection with: (a) Your negligence, fraud or willful misconduct, or the negligence or gross misconduct of any other person unaffiliated with Level Solar who may live at or come onto Your Property and (b) the existence, uncovering or unveiling, or any release of any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment on Your Property that was not brought onto Your Property by the Indemnified Persons.

## 10. INSURANCE

**10.1 Level Solar's Insurance.** Level Solar will carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations and insurance specifically covering the System.

**10.2 Your Insurance.** You agree to maintain customary homeowner's and liability insurance with respect to Your Property during the term of this Agreement. If You need to purchase additional insurance to comply with this paragraph, then You are responsible for obtaining, maintaining and paying for the additional coverage. You will be solely responsible for the consequences of not doing so. Level Solar shall not be responsible for damage caused to the System by You or persons You invite on to Your Property (other than Level Solar and its agents).

## 11. PURCHASE PRICE

**11.1 Purchase Price Formula.** If You sell, transfer or assign Your Property and the new owner is not willing to assume this Agreement, or does not meet Level Solar's credit criteria, Level Solar may require You to purchase the System at the greater of (a) fair market value as determined by a third party appraiser or (b) \$4 per watt, declining at a rate of 5% per year, beginning from the In-Service Date (the "Purchase Price Formula"). For a purchase of the System pursuant to this paragraph, You must deliver payment to Level Solar within thirty (30) calendar days of receiving an invoice from Level Solar for the purchase price.

## 12. END OF TERM OPTIONS

At the end of the Term, You may do one of the following:

**12.1 Renew.** You may enter into a new agreement with Level Solar to purchase electricity from the System, or to upgrade or replace the System.

**12.2 Purchase.** To purchase the System at the end of the Term, You must deliver a written

**12.6 Remedies.** If Level Solar provides You with notice that You have failed to perform Your obligations under this Agreement, and You fail to cure this failure within ninety (90) calendar days after delivery of such notice, Level Solar is permitted to do any or all of the following in accordance with applicable law: (a) place a lien on Your Property; (b) sell the electricity generated by the System to a third party; (c) engage a third-party collections agency that may report Your delinquency to credit reporting agencies; (d) remove the System from Your Property; (e) terminate this Agreement in accordance with this Part 12; (f) shut off the electricity generated by the System; and/or (g) require You to prepay all of the expected amounts that You will owe Level Solar during the remaining term of the Agreement, and any costs to Level Solar due to Your failure to perform under this Agreement.

## 13. LIMITATIONS OF LIABILITY

**13.1 In General.** THE TOTAL LIABILITY FOR DAMAGES TO CONSUMER UNDER THIS AGREEMENT (OTHER THAN DAMAGES TO CONSUMER ARISING FROM GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT) SHALL IN NO EVENT EXCEED THE TOTAL OF ALL PAYMENTS ACTUALLY MADE BY CONSUMER UNDER THIS AGREEMENT. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR PROPERTY IS LOCATED, WHICH YOU SHOULD CONSULT. NO PARTY IS RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES UNDER OR RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT.

**13.2 Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, LEVEL SOLAR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SYSTEM. TO THE EXTENT THE LAW ALLOWS, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LEVEL SOLAR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES.

## 14. FORCE MAJEURE

**14.1 In General.** "Force Majeure" means the occurrence of any event or circumstance beyond the reasonable control of Level Solar which results in the failure or delay by Level Solar of some performance under this Agreement, in full or part, including the following: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; banditry; terrorist activity or a threat of terrorist activity which, under the circumstances, would be considered a precursor to actual terrorist activity; acts of public enemy; economic sanction or embargo; epidemic; civil strike, work stoppage, slow-down, or lock-out or labor dispute; explosion; fire; volcanic activity; earthquake or seauquake; abnormal weather condition; action of the elements; hurricane; flood; lightning; wind; drought; peril of the sea; the binding order of any governmental authority; the delay of or failure to act on the part of any governmental authority or utility; interruptions or failures of the grid; or failure or unavailability of equipment, supplies or products.

**14.2 Effect of Force Majeure.** If Level Solar is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, it shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. Level Solar shall give You notice describing the Force Majeure event. Level Solar's suspension of its obligations shall be of no greater scope and of no longer duration than is required.

## 15. LIENS

**15.1 Lien Notice.** Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to Your home improvement contract and who is not paid may have a valid legal claim against Your property known as a mechanic's lien. Any mechanic's lien filed against Your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge such lien.

## 16. MISCELLANEOUS

**16.1 No Other Representations Other Than Those Contained in this Document are Valid or Binding Against Level Solar.** It is understood that no representative of Level Solar has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and that such representative is acting solely as a special agent and all representations not herein set out are deemed not valid or binding against Level Solar.

**16.2 Assignment.** Except as set forth in Part 6, You may not assign this Agreement without the prior written consent of Level Solar. Level Solar may assign, sell or transfer this Agreement along with all its rights and obligations to any third party (and thereafter may be released from all liability hereunder) without notice for any purpose. Any assignment of Level Solar's role under this Agreement shall not result in any change to Your rights and obligations under this Agreement.

**16.3 Data.** You agree that all data generated by the System and collected by Level Solar is the property of Level Solar.

**16.4 Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the state in which Your Property is located, without regard to conflict of laws principles.

**16.5 Dispute Resolution.** PLEASE READ THIS SECTION CAREFULLY. Arbitration replaces the right to go to court, including the right to participate in a class action lawsuit or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. You agree that the procedure outlined in this Section 16.5 will govern the resolution of any dispute relating to this Agreement ("Dispute"). You agree that any dispute between You and Level Solar shall be resolved exclusively by arbitration administered by JAMS telephonically or at a location near Your Property. You agree to service of process by registered or certified mail, return receipt requested, at Your mailing address. Unless otherwise agreed in writing, each Party agrees to continue to perform its respective obligations under this Agreement during the course of the resolution of the Dispute.