



RESIDENTIAL SALES AGREEMENT

CUSTOMER	CONTRACTOR
Name: Daniel Hellerstein Address: 1909 Franwall Avenue City/State: Silver Spring State/Zip: MD, 20902 Home Phone: 202-669-7471 / danielh@crosslink.net	Kenergy LLC 7059 Blair Rd.NW – Suite 201 Washington DC 20012 Phone: (410) 729.4499 kstadlin@kenergysolar.com www.kenergysolar.com
JOB LOCATION	JOB DETAILS
Same as Customer Address: <input type="checkbox"/> Address: _____ City: _____ State/Zip: _____ Phone: (____) ____--_____	Effective Date of Agreement: 6/11/12 Last Date to Cancel Contract: 6/14/12 Contract Price: \$33,605 System Size and Description: 6.5kW <small>(as more specifically set forth in Exhibit B (Pricing and Payment Schedule).</small>

This Agreement consists of this Cover Page, the attached Terms and Conditions, and any Exhibits (collectively, the "Agreement"). Contractor and Customer collectively shall be referred to herein as the "Parties" and each individually as a "Party."

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CUSTOMER:	CONTRACTOR: Kenergy LLC
By: _____ (Authorized Signature) Name: Roy Phillips Title: Homeowner Date: _____	By: _____ (Authorized Signature) Name: _____ Title: _____ Date: _____

Terms and Conditions

1. Work Completed in Accordance with Specifications. All work to be performed in accordance with Exhibit A (Statement of Work) attached hereto (the "**Specifications**") and incorporated herein by this reference (the "**Project**"). Contractor agrees to sell to the Customer and install the products set forth in the Specifications at the job location specified on the Cover Sheet ("**Job Location**"). Contractor will use commercially reasonable efforts to comply with the estimated schedule set forth in the Specifications subject to the terms of this Agreement. Customer agrees to provide reasonable access to the Job Location for all Contractor personnel and equipment.

2. Contract Price and Payment. Customer agrees to pay Contractor the Contract Price specified on the Cover Page in accordance with the payment schedule set for in Exhibit B (Pricing and Payment Schedule) (the "**Payment Schedule**"). Any and all taxes imposed or assessed stemming from this Agreement, including but not limited to sales or use taxes but excluding income taxes, shall be paid by Customer. Customer understands and agrees that this is a fixed priced contract not subject to price revisions unless agreed to in writing by the Parties. Checks returned unpaid by Customer's bank shall result in an additional charge to Customer of Thirty Five Dollars.

3. Cancellation Policy. Customer may cancel this Agreement up to 11:59pm on the Last Date to Cancel Contract specified on the Cover Page (which shall be the third business day following the Effective Date) by providing Contractor with written notice actually received by Contractor at Contractor's address set forth on the Cover Page by such time. If Customer provides such notice in a timely fashion, then Contractor shall return all deposits paid by Customer. After said date, Customer shall not be entitled to the return of any deposit.

4. Liens and Collections. Contractor maintains a lien on any materials connected with this Project, including materials installed at Customer's location, until full and final payment has been made. Any payment not made in accordance with the Payment Schedule shall obligate Customer to pay Contractor late fees equal to 1½% percent per month or the highest amount allowed by law, whichever is higher in addition to reasonable attorneys' fees and other collection costs.

5. Materials. The Contract Price includes the cost of the materials set forth in the Specifications unless the Specifications designate that the Customer is supplying the materials.

6. Changes in Scope. The intended scope of the Project is set forth in the Specifications. If Customer requests that additional work not specified in the Specifications be performed at the Job Location or if circumstances not addressed in the Specifications necessitate that additional work be performed (collectively, the "**Additional Work**"), Contractor may elect to complete such Additional Work for an additional price ("**Additional Price**") and/or adjusted schedule. Additional Price, changes to schedule, and Specifications for the Additional Work must be specified in a change request document signed by both Parties ("**Change Order**") before Contractor shall commence Additional Work. Notwithstanding any provision to the contrary, Contractor shall be entitled to an equitable adjustment, in price and/or schedule, should the Customer direct a change or addition to the Specifications which results in increased costs or schedule changes to Contractor but where the Customer fails to sign a Change Order after receiving notice from Contractor.

7. Delays Caused by Events of Force Majeure. If the Contractor is delayed at any time as a result of any event of acts of God, acts of government, Customer's (or his agents') acts or failures to act, changes to the sequence of the Project initiated by Customer, war, riots, fire, adverse weather conditions not reasonably anticipated, concealed, unknown or hazardous conditions, civil unrest, terrorism, fallen trees, limbs or other

debris, animals or rodents, lightning, flood, accidental breakage, earthquakes, hail, tornadoes, volcanic eruptions, pollution, acid rain, vandalism, power failures, problems with suppliers, accidents in transportation, or other causes beyond the reasonable control of the Contractor (each an "**Event of Force Majeure**"), then Contractor shall provide notice of same to Customer and the schedule shall be equitably extended by a Change Order reasonably agreed to by both Parties.

8. Placement of Company Signage. Customer agrees to permit Contractor to install a temporary sign advertising Kenenergy LLC in a reasonable and prominent location at the Job Location from the Effective Date until sixty (60) days following the completion of the installation.

9. Maintenance Services. Provided that Customer has paid the Annual Maintenance Services Fee set forth in Exhibit B (Pricing and Payment Schedule), Contractor shall provide maintenance services in accordance with the maintenance specifications set forth in Exhibit A (Statement of Work). Unless specified differently in Exhibit B, the first installment of the Annual Maintenance Services Fee shall be due upon completion of the installation (the "**Installation Date**"), and all subsequent Annual Maintenance Services Fees shall be due in advance of service on the anniversary of the Installation Date.

10. Warranties.

10.1 Manufacturer's Warranty on Hardware: The hardware set forth in the Specifications shall be warranted solely in accordance with the manufacturer's warranty set forth in the attachments to Exhibit C (Warranty) (the "**Manufacturer's Warranty**"). Contractor shall pass the Manufacturer's Warranty through to Customer. Contractor shall assist Customer in handling any Manufacturer's Warranty claims with the Manufacturer during the Labor Warranty Period at no additional cost to the Customer.

10.2 Labor Warranty: All labor performed by Contractor under this Agreement shall be performed in a workmanlike manner, in accordance with the Specifications, and warranted by Contractor for the Labor Warranty Period as defined in Exhibit C (Warranty). Contractor agrees to provide all labor required to complete all approved Manufacturer's Warranty claims during the Labor Warranty Period. All shipping charges that are not expressly covered by the Manufacturer's Warranty shall be the sole responsibility of the Customer.

10.3 Exclusions From Warranty: Contractor shall not be liable for any labor warranty claim that is attributable to (a) misuse or abuse; (b) alterations to the Project not performed by the Contractor including repositioning the hardware or reinstalling the hardware; (c) improper or insufficient maintenance; (d) improper operation; (e) use for a purpose for which the Project was not intended (f) normal wear and tear; (g) damage caused by Customer or other third parties; (h) power outages, roofing, sub-structures, siding, or plumbing or (i) Events of Force Majeure. All labor warranty claims must be made in writing to Contractor prior to the end of the Labor Warranty Period. Any labor warranty claims shall be made promptly to Contractor and Contractor shall be given the opportunity to correct any defects. Any corrective action taken by Customer to correct an issue that might be subject to a labor warranty claim prior to providing written notice to Contractor shall void any warranty claim. If the Customer has specified proprietary material (whether in the Specifications or not), then Contractor shall have no liability for such materials under these warranty provisions if the Specifications make clear that the proprietary material is not included in the warranty. All hardware warranty claims must be filed within the applicable warranty period.

10.4 Warranty Corrections: The Labor Warranty Period for any labor corrected by Contractor under a labor warranty claim shall be the greater of (a) the end of the original warranty period; or (b)

ninety (90) days from the date the warranty correction was completed by the Contractor.

10.5 General Disclaimer: THE FOREGOING WARRANTIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTS STEMMING FROM THIS AGREEMENT AND ARE IN LIEU OF, AND CONTRACTOR EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Title and Risk of Loss. Risk of loss for all materials provided by Contractor under this Agreement shall shift to Customer upon delivery of the materials to the Job Location. Customer shall permit the temporary storage of materials at the Job Location and be responsible for securing said materials at the Job Location. Title to all materials provided by Contractor under this Agreement shall pass to Customer upon receipt by Contractor of the complete Contract Price (including any Additional Price), or in the case of breach, upon receipt by Contractor of the Early Termination Price.

12. Limitations of Liability. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE PROJECT CONTEMPLATED BY THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF USE OR EXTENDED FINANCING, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR ITS LIKELIHOOD HAS BEEN DISCLOSED TO CONTRACTOR. Contractor assumes no liability for damage to deteriorated roof coverings or supports, sub-roofing, siding, exterior covering/paint, or other non-visible installations unless said damage is directly attributable to the negligent actions of Contractor. Contractor's maximum liability to Customer for direct damages shall not exceed the total amount paid or to be paid by Customer under this Agreement.

13. Condition of Job Location. Contractor shall use reasonable commercial efforts to maintain the Job Location in a clean and safe condition consistent with the nature of the construction to be performed. Unless otherwise set forth in the Specifications, upon completion, Contractor shall be responsible for removing all debris from the Job Location. Contractor shall return the Job Location to rough grade provided that the Contractor shall not be liable for landscaping, drainage, or damage to the grass, lawn, shrubbery, trees, walkways, driveways, or patios.

14. Termination. After the Last Date to Cancel Contract specified on the Cover Page, Customer may only terminate this Agreement based on Contractor's material breach of this

Agreement by providing Contractor with thirty (30) days advance written notice of same. If Contractor fails to cure such material breach within the notice period by providing appropriate corrective action, then Customer may terminate this Agreement effective immediately, return all materials provided by Contractor, and receive a refund of all amounts actually paid unless other terms are mutually agreed upon. Contractor may terminate this Agreement for non-payment, Customer's failure to make the Job Location available to Contractor, or Customer's delay in finalizing Specifications. In such event, Contractor shall provide Customer with thirty (30) days advance written notice of same and if Customer fails to cure such breach within the notice period then Contractor shall be entitled to be paid for (a) completed and acceptable work performed in accordance with the Specification (including Additional Work) prior to termination; (b) expenses (including materials purchased on behalf of Customer) incurred prior to termination in performing work plus fair and reasonable sums for overhead and profit; (c) any Additional Price; and (d) all reasonable expenses directly attributable to early termination (collectively, the "**Early Termination Price**"), provided that the Early Termination Price shall not be greater than the Contract Price plus any Additional Price. If Contractor terminates for non-payment, Contractor shall be entitled to collect reasonable attorneys fees.

15. General Provisions. The validity, performance, and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the District of Columbia. Any dispute stemming from this Agreement shall be resolved by binding arbitration in Washington DC using a single arbiter applying the rules of the American Arbitration Association and each Party shall pay their own costs and split the cost of the arbiter. The Exhibits take precedence over any conflict between the Terms and Conditions and the Exhibits. A failure or delay of either Party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. In the event that any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the invalid provisions shall be replaced by a mutually acceptable provision. No modification of this Agreement shall be binding unless signed by the Parties. The Parties agree that where the context of any provision indicates intent that it shall survive the termination of this Agreement, then it shall so survive. This Agreement (including the Exhibits attached hereto) constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written.

[End of Terms and Conditions. Exhibits Start on Next Page]

Exhibit A
Statement of Work

Part I. Specifications

- Turnkey installation of a 6.5 kW (STC) solar electric system including:
- Engineer and install aluminum racks spanning the party walls to mount the panels.
- Install a new electrical sub-panel in the middle of the basement with wiring to the solar panels running inside the house walls
- Detailed Engineering Specifications consistent with the Specifications set forth in this Statement of Work shall be developed by Contractor and approved by Customer before permitting.
- Perform electrical design and installation work to the specifications of the National Electric Code per the Code Year required by the local electrical inspection authorities.
- Utilize appropriate components and hardware rated for the environmental conditions and designed for solar PV or equivalent applications.

Part II. Schedule

- Prepare all diagrams needed to successfully complete installation. These typically include a Site Plan and a One-Line Electrical Diagram. Additionally, reasonable drawings will be prepared as necessary to successfully complete the work or to secure approvals from utility, homeowner's association, historical review board, or local code authorities necessary.
- Obtain proper building, historical, and electrical permits for scheduled work.
- Install temporary sign advertising Kenergy Solar in a reasonable and prominent location at the customer premise.
- Obtain required inspection approvals from local authorities.
- Design and install a fully functional complete solar PV system.
- Commission and test solar PV system on site to confirm proper installation and functionality.
- Install customer's monitoring equipment and verify connectivity and functionality of installation.
- Work with utility to promptly schedule interconnection after local electrical inspector approves installation. Obtain interconnection with local utility and register system with PJM GATS and Public Utility Commission.
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Part III. Maintenance

- Train customer on proper usage of the system, monitoring, and provide an opportunity to answer customer questions.
- Provide copies of all user's manuals, system diagrams, and operating instructions to customer.

Part IV. Assumptions

- Customer to allow temporary storage of materials on site at mutually agreed location.

Part V. SREC, Federal Tax Credit, State & Local Credits

- File state agency grant and rebate applications on behalf of customer.
- Prepare signature-ready county tax forms for submission by customer where needed.
- File interconnection request with local utility company on behalf of customer.
- Register Solar Renewable Certificates as agreed upon with customer.
- Submit Completion Certification for solar PV system to DDOE for rebate payment.
- Provide copies of all filings to owner.

Exhibit B
Pricing and Payment Schedule

- Turnkey installation of a 6.5 kW (STC) solar electric system including the following:
 - 25 Enphase Microinverters
 - Enphase Envoy Monitoring System
 - Conduit, roofing sealants, engineered aluminum racking, stainless steel hardware, AC and DC disconnects per National Electric Code, and related balance of system components for a fully functioning solar PV system

- Initial deposit - \$1,000 deposit received on 6/1/12
- Materials deposit - \$10,869 upon order of materials
- Material arrival - \$10,868 upon delivery of materials to site
- Electrical Inspection - \$10,868 upon approved electrical inspection

Exhibit C **Warranty**

The warranties provided under this Agreement are set forth in Section 10 (Warranties) of the Terms and Conditions, as well as this Exhibit C, and the manufacturer's warranties attached to this Exhibit.

The following defined term is used throughout the Terms and Conditions:

- **"Labor Warranty Period"** shall mean five (5) years from the Effective Date.

[Note: if there are other warranty exclusions for this particular job that are not set forth in Section 10.3 (Exclusions From Warranty), please include them in a section here]

[Manufacturer's Warranties follow on the next page]