

**Lease Operator:**

Sunpower Capital Capital Llc 2900 Esperanza Crossing 3rd Floor Austin, Tx 78758  
1-800-Sunpower Capital

**Dealer/Installer:**

Sunpower by Infinity Solar Systems - 6 E Dexter Plaza, Pearl River, NY 10965  
845-474-0075

Generation system disclosure form	
<b>Customer information</b>	[name] [address] [phone] [utility]
<b>Overview</b>	<p>This document describes your Solar Lease. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>This solar lease is the agreement between you and Sunpower Capital, covering the lease to you of the solar panel system. Sunpower will ensure our authorized installer, Sunpower by Venture performs design, permitting, construction, installation of the system on your home. The dealer/installer Sunpower by Venture (together with the local utility, if necessary) will connect the system to the grid, test the operation of the system and train you in the use of the system.</p>
<b>Price, fees, and charges</b>	<p>Your first monthly payment of [lease payment] is due on the 1st of the month after the first full month following your system activation/turn on/commissioning followed by monthly payments of [] for the duration of your lease term each due on the same date as the first monthly payment. Your lease guarantees your monthly payment to remain the same throughout your lease term.</p> <p>Your solar kwh is calculated by the following: [lease payment] x 12 months / annual production</p> <p>Automatic payment discount: you will receive a \$7.50 monthly discount if you agree to automatic monthly payments through your checking or savings account. You will not receive a \$7.50 monthly discount if you do not make automatic monthly payments through your checking or savings account;</p> <p>Refinancing fee: if you refinance your home and Sunpower is asked or required to provide any cooperation in connection with the refinancing, Sunpower may charge you the reasonable expenses Sunpower incurs in connection with such cooperation; Returned check fee: \$15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank Late fee: you will pay a late payment fee equal to the lesser of \$10, 5% of the unpaid portion of any payment that is not received by Sunpower Capital within 10 days after it is due, or the maximum amount allowed by state law.</p> <p>You are eligible to receive a NY state tax credit. You or your tax professional are solely responsible for claiming the tax credit. How it works: solar system installed under a \$0-down solar lease whose total value is calculated at \$25,000 over 20 years. The total credit amount you are eligible for is \$5000 (25% of \$25,000 = \$6250, max credit is \$5000). You paid a total of \$1,000 on bills to Sunpower over course of the first year. You may claim an \$1,000 credit for that year (provided that you have at least \$1,000 in state tax liability). If your solar expenditure continues to be \$1,000 annually, you may claim the credit until the \$5000 is 'maxed out - \$1,000 for each of the four years and then \$1000 in the fifth year.</p> <p>All other credits, incentives, carbon offset credits, and utility rebates are the property of Sunpower and or dealer/installer.</p>

Installation	<p>Roof-mounted solar installation to be completed and activated within 180 days from the day of your lease signing  Your installer will be responsible for the interconnection process as it pertains to your utility.  Your installer is: SUNPOWER BY VENTURE; 6 E DEXTER PLZ PEARL RIVER NY  Phone (845) 200 3700</p>
System size and generation	<p>[] panels, [] kw (dc), [] kw (ac). Year 1 production estimate [] kwh.</p>
Maintenance and repairs	<p>During the entire lease term, Sunpower will honor the system warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Sunpower. If Sunpower or a contractor retained by Sunpower damages your home, your belongings, or your property, Sunpower will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided. Cosmetic repairs of the system that do not involve safety or performance shall be made at Sunpower discretion. Please review your full warranty outlined in your Sunpower lease agreement.</p>
Roof warranty	<p>Sunpower assigns to you the following roof warranty provided by the dealer/installer: if during a system installation the installer causes damages to areas of the roof that are within a three (3) inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from the date the dealer/installer begins installation of system through the longer of (a) three (3) years following the lease term start date and (b) the length of any existing installation warranty or new home builder performance standard for your roof up to but not exceeding ten (10) years (the “roof warranty period”)</p>
Length of agreement and end of contract term	<p>20 year lease  End of lease Terms:  You do not have an option to purchase the leased property at the end of the lease term.  Your options are:</p> <ul style="list-style-type: none"> <li>· we will have the system removed at no additional cost to you.</li> <li>· you may request an extension of the term of the lease on prevailing market terms, as specified in the lease.</li> <li>· otherwise, the lease will automatically renew, unless we notify you otherwise (which we will have the right to do in our sole discretion) and continue on a month-to-month basis, at a monthly rent equal to the last applicable monthly payment during the lease term (or, in the event rent was fully prepaid, in an amount provided by us).</li> </ul>
Early termination and selling your property	<p>If you sell your home you can:</p> <p>(i) potentially transfer this lease and the monthly payments. If the person buying your home meets our then applicable credit requirements, then the person buying your home can sign a transfer agreement assuming all of your rights and obligations under this lease.</p> <p>(ii) purchase the system. If you are in compliance with your lease obligations, you can purchase the system on an as-is, where-is basis, for a purchase price equal to the remaining value amount (note that you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or us by governmental authorities in connection with such a sale and purchase).</p>
Estimated benefits	<p>The customer is to receive an estimated [] kwh annually of solar generation  This generation will be provided at the cost of your monthly lease payment of [] and is to remain the same throughout the lease term:</p> <p><b><u>You benefit through:</u></b>  Partial reduction or total elimination of energy you buy from your utility, therefore reducing/eliminating spending caused by utility’s future kwh rate increases, fee increases, and future additional fees/charges/taxes  Ability to claim a NY solar tax credit  Please see your Sunpower lease agreement document for full explanation of your estimated benefits</p>

<b>Guarantees</b>	<p>Sunpower will provide a production guarantee, as specified in the lease. Sunpower estimates that each year during the lease term the system will generate [ ] kwh of annual production and Sunpower guarantees 95% of this production.</p> <p>What this means: if, at the end of each successive twelve (12) month anniversary of your lease start date, the actual annual kwh generated by the system is less than 95% of annual Production, then Sunpower will send you a refund in an amount equal to the difference between 95% of annual production and the actual annual production, multiplied by the guaranteed energy price per kwh</p>
<b>Data sharing and privacy policy</b>	<p>Sunpower only collect the personally identifiable information necessary for the purpose of managing the customer’s account and responding to the customer’s requests for assistance regarding Sunpower solar panels and related services;</p> <p>Sunpower maintains reasonable administrative, technical and physical measures to protect your privacy and ensure the confidentiality and security of your personally identifiable information;</p> <p>Sunpower does not share your personally identifiable information with non-affiliated entities for marketing purposes;</p> <p>Sunpower does not sell customer personally identifiable information;</p> <p>Sunpower contractually require any person or organization that provides products or services on their behalf to protect our customers’ personally identifiable information; and</p> <p>Sunpower does not allow those who are doing business on Sunpower behalf to use personally identifiable information for their own marketing purposes.</p>
<b>Right to cancel without penalty</b>	<p>You may cancel this lease at any time prior to midnight of the seventh (7th) calendar day after the date you sign your lease. See the notice of cancellation form found in your lease agreement for an explanation of this right.</p> <p>Following the seventh (7th) calendar day after the date you sign this lease and prior to the lease term start date, you may request that we cancel the lease. If we agree to cancel the lease, then you understand that we may ask you to reimburse us for, and you agree to pay, our out-of- pocket costs associated with cancellation of the lease, such as permitting fees, interconnection application costs, design costs and other out of pocket expenses associated with the lease.</p>
<b>Customer rights</b>	<p>If you have inquiries or complaints that the provider is unable to resolve, you have the right to call the department of public service helpline at 1-800-342-3377. You may file a complaint on the helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a>.</p>
<b>Other important terms</b>	<p>You agree that the system is not a fixture, but Sunpower has the right to file any ucc-1 financing statement or fixture filing that confirms Sunpower interest in the system.</p>
<b>Preparer name</b>	<p>[sales rep name]</p>

Signature of authorized company official or representative:

date:

Signature of customer:

date: