SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState},
{customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMo	${est	{loanDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

Industry-best 95% production guarantee (reimbursed annually if we ever fall short).

Repairs, maintenance and insurance handled by SunPower at no extra cost.

24/7 monitoring for your entire system puts power at your fingertips.

12-year warranty protection for roof damage incurred at installation.

Prepay or transfer this agreement at any time. Just call us and we'll help.

SunPower Capital, LLC. | Attn: SunPower Financing | 8900 Amberglen Blvd. | Suite 325 | Austin, Texas 78729
800.786.7693

SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum} Installation location (if different from above)	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System	
Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Battery(ies)	{storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production	{leaseTermProdEstimate95_SPAP} kWh

Your Estimated Savings	
SunPower Monthly Lease After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower Lease Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

- If you move, you may transfer this Lease to the purchaser of your Home, as specified in the Lease.
- If you move, you may purchase the System from Us for an amount equal to the System's Fair Market Value, plus any other amounts that are specified in the Lease.

What are your choices at the end of the term?

- You may request us to have the System removed at no additional cost to you.
- You may renew the Lease, as specified in the Lease.
- Otherwise, the Lease will automatically renew and continue on a year-to-year basis, unless We notify you that we will remove the System at the end of the term.

1. INTRODUCTION

This solar and battery storage lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel and battery storage system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to forty one (41) pages long and has up to eight (8) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits. By signing this Lease, you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. If you do not meet your contract obligations under this Lease, you may lose your rights to the System. If you have any questions regarding this Lease, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

Shortly before the Lease Term Start Date, the Installer (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. The Installer may perform such services by itself or through a competent subcontractor hired by the Installer and approved by Us. IF THE SYSTEM AS INSTALLED DIFFERS FROM THE "SYSTEM DESCRIPTION" BELOW BUT INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT, YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS LEASE.

If the Property is located in the State of New York, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit E**, and the Lease Disclosure Form attached as **Exhibit F** is made a part of this Lease. To the extent the provisions of the Lease Disclosure Form conflict with terms appearing elsewhere in this Lease, the terms of the Lease Disclosure Form are controlling. Further, the New York – Sun Incentive Program Addendum and Fannie Mae B2-3-04 Compliance information are attached as **Exhibit G** and **Exhibit H**, respectively. If the Home is an attached condominium, then the provisions of the portion of **Exhibit H** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

{initialsLabel}

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

(b) interconnection of the System is complete with the local utility;

(c) all approvals needed to operate the System are in place; and

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}
Battery(ies): {storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel}

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of Exhibit B attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. 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.

(b) Additional Payment Requirements. In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

(i) Sale or Refinancing Fee: If you sell or refinance your Home and We are asked or required to provide any cooperation in connection with the sale or refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(ii) 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; and

(iii) 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 Us within 10 days after it is due, or the maximum amount allowed by state law.

(c) Taxes

You agree to pay any applicable sales, use, or excise taxes on the payments due under this Lease. If this Lease contains a purchase option, 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. Your actual tax due will vary depending on changing tax rates over the term of this Lease. We have no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, 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 REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in Exhibit B;

(ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

(iv) not modify your Home or the Property in a way that shades the System;

(v) upon your occupancy of your Home, be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);

(vi) not remove any markings or identification tags on the System;

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

(viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(ix) 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;

(x) notify Us promptly if you think the System is not working properly, is damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

(xii) return any documents We send you for signature (like incentive claim forms) within seven (7) days of receiving them;

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

(xv) not turn the System on without Our permission;

(xvi) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xvii) maintain and make available, at your cost, a functioning Internet connection, via either one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the Lease Term;

(xviii) keep your SunPower Monitoring System connected at all times; and

(xix) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this Lease to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) System Construction:

The System will be installed at the Property by the Installer.

(c) Repair and Our Obligations:

We agree to:

(i) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

(iii) not put a lien on your Home or Property; and

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(f).

(d) Automatic Payment; Fees; Late Charges

In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

(i) **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;

(ii) **Refinancing Fee**: If you refinance your Home and We are asked or required to provide any cooperation in connection with the refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(iii) **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; and

(iv) **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 Us within 10 days after it is due, or the maximum amount allowed by state law.

(e) Insurance

We shall insure the System against all damage or loss unless (1) that damage or loss is caused by your gross negligence; or (2) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and, you must continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine, in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(f) 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 must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(g) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our 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 Our property.

(h) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property.

You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(i) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Us, Our 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, willful misconduct, or failure to comply with any of the terms or conditions of this Lease; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

6. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, 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. YOU CONFIRM THAT WHETHER THIS LEASE PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS LEASE WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

{initialsLabel}

7. BATTERIES

(a) Backup Capability

The System includes one or more batteries and inverters capable of providing backup energy supply for a limited number of electrical circuits. Each battery will power only the circuits to which it is connected, as determined by Us, and may not power your entire Home. We will ensure that your battery maintains a reserve charge of at least 20% so that your batteries will be charged to a minimum level prior to a power outage.

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 7(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

(c) SUNPOWER PROVIDES NO GUARANTEE OR WARRANTY THAT ANY BATTERIES INSTALLED PURSUANT TO THIS AGREEMENT WILL BE ABLE TO PROVIDE BACKUP POWER IN WHOLE OR IN PART DURING ANY POWER OUTAGES. BACKUP AVAILABILITY IS SUBJECT TO NUMEROUS FACTORS BEYOND SUNPOWER'S CONTROL, SUCH AS BATTERY CHARGE CAPACITY. AS SUCH, SUNPOWER DISCLAIMS LIABILITY FOR ANY DAMAGES RESULTING FROM THE UNAVAILABILITY OF BATTERY POWER DURING A POWER OUTAGE, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO THE FAILURE OF THE BATTERY TO POWER LIFE SUPPORT OR OTHER MEDICAL DEVICES DURING A POWER OUTAGE.

(d) Data

You agree that we may collect, store, and use energy production, consumption, charge and other data provided by the System to provide the services described in this agreement. You also agree that we can share the System data with third parties in anonymized form.

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the Lease Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

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 OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE 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. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE 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, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

10. PURCHASING THE SYSTEM

a. **Purchase Option**. You have the option to purchase the System as follows:

i. Upon the fifth (5^{th}) anniversary of the Lease Term Start Date;

ii. If you sell your Home at any time during the Lease Term;

iii. At the end of the Lease Term; or

iv. In the event of Our default pursuant to Section 15(b)(DEFAULT).

b. **Purchase Price**. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

c. **Purchase Terms**. Any purchase of the System will be on an AS-IS, WHERE-IS basis and 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. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

a. **Renewal; Automatic Renewal**. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

b. **Removal of the System**. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 11 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12. (a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

(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 LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS LEASE WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

13. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We 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 Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including the obligation to make 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 Lease, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the Lease, and cooperate with Us to have the System repaired, at Our sole cost and expense.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS LEASE 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) Damages Cap

Except for claims under Section 5(i) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17(EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

(a) You will be in default under this Lease if any one of the following occurs:

- (i) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;
- (ii) you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;
- (iii) you have provided any false or misleading financial or other information to obtain this Lease;
- (iv) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without Our prior written consent;
- (v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;
- (vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;
- (vii) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or
- (viii) the System is intentionally altered, damaged or destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture or other involuntary transfer.

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law , We will give you notice before taking any of these actions. We may:

(i) terminate this Lease and your rights to possess and use of the System;

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

(iv) proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;

(v) turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law; or

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the “Early Termination Liability,” which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by 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.

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. You and We agree that any dispute, claim or disagreement between the parties (a “Dispute”) shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator to be agreed upon by the parties or selected under the Rules within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process 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. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. To the extent not inconsistent with New York law, We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Our last written settlement offer. This Section 18 (APPLICABLE LAW; ARBITRATION) shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than Our last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and Us 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. Neither of us, nor any other person, may pursue a Dispute 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 Us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Lease. 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 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 AS A JUDGMENT 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.

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

YOUR HEPFA RIGHTS -- CONTACTING THE PUBLIC SERVICE COMMISSION

The New York State Home Energy Fair Practices Act (HEFPA) provides residential energy customers with comprehensive protections in complaint procedures and other areas.

Under HEPFA Customers may designate a third party to receive notifications relating to termination or other credit actions.

Customer complaints about Contractor's services, deposit requests or other service problems should first be made to Contractor. Contractor will allow complaints to be accepted and processed in a simple manner and form. Contractor shall promptly investigate any complaint in a fair manner and report the results to the Customer. If the report of the investigation is made orally, Contractor will offer the Customer, upon written request, the opportunity to receive the report in writing.

Customer may also file a complaint with, or ask a question of, the New York State Public Service Commission if Customer believes he or she has not obtained a satisfactory resolution of a dispute with Contractor.

A complaint or question may be filed by telephone, letter, electronically, or in person at the commission's office in New York City, Albany or Buffalo. The contact information is below:

By Telephone

Consumer Information 1-888-Ask-PSC1 (1-888-275-7721)

PSC Opinion Line 1-800-335-2120

PSCALTERNATIVE ENERGYLINE (Inquiries or Complaints about Energy Service Companies) 1-888-697-7728

Electronically or By Mail

Worldwide Web Address http://www.AskPSC.com http://www.dps.state.ny.us (with links to local utilities and lists of alternative energy providers)

Mailing Addresses

NYS Public Service Commission Office of Consumer Services Three Empire State Plaza Albany, NY 12223-1350

NYS Public Service Commission Office of Consumer Services 90 Church Street New York, NY 10007-2919

NYS Public Service Commission Office of Consumer Services Ellicott Square Building Suite 1050 • 295 Main Street Buffalo, NY 14203-2508

19. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this Lease. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

20. NOTICES

All notices under this Lease shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

We may engage a third party service provider (a "Lease Administrator"). If We notify you that We have engaged a Lease Administrator, then after such notice (and until any future notice to the contrary) you must also furnish all notices and communications in connection with this Lease to the Lease Administrator, at the address (and, if applicable, e-mail address) specified to you by Us.

21. PERMISSION TO CONTACT

We may contact you by telephone, electronic or postal mail, or invite you to participate in surveys or focus groups, to discuss your experience with Us, Our affiliates, Our products and services, Our network of dealers/installers, service providers, and suppliers, and Our maintenance organization.

We may use any telephone number you provide Us, even if that number is for a cellular telephone and/or Our using the number results in charges to you.

22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are

superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

For a copy of the SunPower Data Privacy Policy, please visit the following website:

https://us.sunpower.com/privacy/residential-solar-financing

By initialing below, you acknowledge your receipt of and opportunity to review the SunPower Data Privacy Policy.

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

The provisions of this Lease regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this Lease.

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to affect the purposes of this Lease, including the preservation of Our interest in the System. In this Lease: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this Lease, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this Lease contains an agreement to arbitrate. After signing this Lease, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this Lease and the exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease and the exhibits.

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System you have leased and warrant the output of the System you have leased. The System will be professionally installed by the duly licensed Installer at the address you listed in the agreement that this exhibit is appended to (the "Lease"). Capitalized terms in this Exhibit A will have the same meaning as the capitalized terms in the Lease unless they are differently defined in this Exhibit A. This Limited Warranty begins on Lease Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

During the entire Lease Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Lease Term, Operator 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 Operator or Lessor under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the Lease Term Start Date (provided that Lessor has countersigned the Lease) and continue through the entire Lease Term. Thus, for as long as you lease the System from Lessor, you will have a System Warranty and Operator's Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the Lease Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your Lease Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve (12) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator

will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your Lease Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

(iii) Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty:

"**Actual Annual kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twelve (12) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home's internet connection; and (b) maintain your Internet connection, at your cost, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

"**Guarantee Year**" is each successive period of a calendar year from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the Lease Term.

"**Guaranteed Energy Price per kWh**" is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Year.

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

A. emailing Operator at the email address in Section 7 below; or

B. writing Operator a letter and sending it via overnight mail with a well-known service at the address in Section 7 below.

(ii) Transferable Limited Warranty

Operator will accept and honor any valid and properly submitted claim made during the Lease Term by any person to whom you properly transfer the Lease.

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area);

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce); or

(xii) the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation, at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) Lessor or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, Lessor or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL LESSOR, OPERATOR, OR ITS AGENTS OR APPROVED SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Lessor or Operator's total liability arising out of, or relating to, this Limited Warranty shall in no event:

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the Lease and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Lease to the addresses listed below:

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing

Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the Lease or any subsequent billing address you provide.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or Lessor's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or Lessor's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Lease. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Terms Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}[e] OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges}_____	(The amount you will have paid by the end of the Lease) ${totalPayments}[e]

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

You acknowledge that you have received and read these disclosures prior to the receipt of the Lease:

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label} **{signer2NameLabel}** {signer2NameField}

EXHIBIT C (NOTICE OF CANCELLATION - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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 TEN CALENDAR DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER 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 THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

SUNPOWER CAPITAL, LLC, AT 8900 AMBERGLEN BOULEVARD, SUITE 325, AUSTIN, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

EXHIBIT C (NOTICE OF CANCELLATION – LESSEE/CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of Lease)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE CALENDAR DAYS FROM THE ABOVE DATE.

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 TEN CALENDAR DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER 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 THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

SUNPOWER CAPITAL, LLC, AT 8900 AMBERGLEN BOULEVARD, SUITE 325, AUSTIN, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, {customerNameLessee} and {customerNameCoLessee} ("Customer"), intend to enter into a lease agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this lease ("Lease") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name:

Account Type: Checking

Routing No.:

Account No:

I understand that SunPower will process debit and credit entries to the above referenced account on or after the due date of each monthly payment in an amount equal to my most recent statement, except as expressly agreed to between SunPower and me.

I represent to SunPower that all persons whose signatures are required to withdraw funds from the above referenced account have executed this authorization agreement. I also hereby acknowledge that I have retained a copy of this authorization agreement for my records.

I hereby acknowledge that SunPower may process debit and credit entries for scheduled Lease rental payments or any other sum due and payable to SunPower or Customer pursuant to the referenced Lease between SunPower and me. I will receive advance notice of any debit that varies from the regularly scheduled Lease rental payment amount. I also acknowledge that SunPower may assign the Lease to a third party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the Lease is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable Lease or your obligation to make the required Lease rental payments.

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (State-Specific Provisions)

SPECIAL PROVISIONS FOR NEW YORK SYSTEMS

TERMS APPLICABLE TO SYSTEMS INSTALLED IN THE STATE OF NEW YORK ONLY

New York Real Property Tax Benefits: Lessor acknowledges that certain municipalities in the State of New York provide for alternative energy incentives in the form of real property tax reduction or abatement that are available to the owner of the real property on which the System is located and as such would not be available to Lessor. Consequently, notwithstanding the provisions of Section 10 of the Lease, if the municipality in which you reside provides for real property tax abatement or reduction in connection with the real property owned by you and on which the System will be located, you will be entitled to claim and receive such real property tax abatement or reduction and such real property tax abatement or reduction will be yours to keep and will not become the property of Lessor. You are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.state.ny.us), your municipality's taxing department and with an accountant/tax adviser for details on eligibility.

Solar Energy System Equipment Credit: Lessor acknowledges that you may be eligible to claim the Solar Energy System Equipment Credit because you have entered into a written agreement for the lease of solar energy system equipment. Consequently, notwithstanding the provisions of Section 10 of the Lease, if you are entitled to claim and receive such Solar Energy System Equipment Credit, then such credit will be yours to keep and will not become the property of Lessor. For additional information about claiming the Solar Energy System Equipment Credit that you may be entitled to claim as a lessee of solar energy system equipment under the Lease, please visit the following website: http://www.tax.ny.gov/pit/credits/solar_energy_system_equipment_credit.htm

Solar Renewable Energy Credits: Notwithstanding the provisions of Section 10 of the Lease, if NYSERDA requires that all or a portion of the renewable energy credits be assigned by Lessor or Lessee to NYSERDA in exchange for the applicable Solar Incentive (as described in Section 10 of the Lease) or other similar benefit, you agree that all such renewable energy credits will be assigned to NYSERDA in accordance with NYSERDA's requirements and you further agree to cooperate with us to enable us to claim and obtain any tax or other credits, rebates or benefits from the System (such as signing or filing applications for rebates or other benefits, agreements or assignments).

NYSERDA Addendum: In the event of a conflict between the Lease (including any and all attachments thereto and amendments thereof, including this Exhibit F) and the ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE (Exhibit H), to be entered into between Lessor and Lessee (the "NYSERDA Addendum"), the NYSERDA Addendum shall control.

EXHIBIT F

LEASE DISCLOSURE FORM (ON-SITE)

Name: SunPower Capital, LLC
Address: Attn: SunPower Financing
8900 Amberglen Boulevard, Suite 325
Austin, Texas 78729
Phone: (800) 786-7693
Email Address: sunpowerfinancing@sunpowercorp.com

Generation System Disclosure Form	
Customer Information	**Name:** {lesseeNamesBlock} **Installation Address:** {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} **Mailing Address:** {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} **Email Address:** {customerEmailAddr}
Distribution Utility	**Distribution Utility:** {UtilityName}
Overview	This document describes the key terms of your contract to lease a solar generation system (the System). 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. Under the contract, you will lease (not own) the system installed on your property. You will own energy generated by the system during the term of the lease.
Price, Fees, and Charges	**Monthly Lease Payment at Start of Term (without automatic ACH Payment; includes Est. Tax):** ${EstMnthlyPmtInclTaxWoutACHYr1} Your first Monthly Payment is due on the 1st of the month after the first full month following the Lease Term Start Date. See Exhibit B for details of lease payments.

	List of any credits, incentives, or rebates: - Est. Solar Incentive from NYSERDA: ${solarIncentiveAmt} - Est. State Tax credit: ${EstStateTaxCredit} - Est. Federal Tax credit: ${EstFederalTaxCredit} As set forth in Exhibit H, Contractor shall apply for, and receive, any rebate associated with the System. **Up-Front Payments:** Amount Due at Contract Signing: $0.00 Prepayment Amount due on the same day as the first Monthly Payment (incl. Est. Tax): ${fullPrePmtAmt} **Total Estimated Cost:** Total of all Monthly Lease Payments: ${totalPayments} Total of all Up-Front Payments: ${fullPrePmtAmt} Total Estimated Taxes: $0.00 Total Estimated Costs: ${totalPayments} Price at the halfway point of contract: ${ppaAnnualPrePaymentYr12} Price at the final year of contract: ${ppaAnnualPrePaymentYr25} List of other charges: {otherChargesRow4} ${otherChargesAmtRow4} {otherChargesRow5} ${otherChargesAmtRow5} **Incentives, Credits and Rebates:** Est. Solar Incentive: ${solarIncentiveAmt}—property of Provider **Other Charges:** (i) Refinancing Fee: reasonable expenses Provider incurs in connection with cooperation in a refinancing; (ii) Returned Check Fee: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by customer's bank (iii) Late Fee: The lesser of $10, 5% of the unpaid portion of any payment that is not received by Provider within 10 days after it is due, or the maximum amount allowed by state law.
Installation	**System Location on Property:** Rooftop (unless ground mounted system is installed). **Approximate Installation Start Date:** within fifteen (15) days of this Lease (including the last amendment or change order) being signed by both parties. **Approximate Installation Completion Date:** within ninety (90) days of this Lease (including the last amendment or change order) being signed by both parties. The Installer will contact your local utility and arrange for the interconnection of the System. **Installer Information:** **Name:** {dealerInstallName} **Address:** {dealerInstallerAddress} **Phone**: {dealerInstallerPhoneNumber}
System Size and Generation	**Size of System in kilowatts DC (kWdc):** {systemSizeDC} kWdc **Est. Gross Annual Electricity Production in kilowatt-hours (kWh) from the System in the First Year of Operation:** {year1ProdEstimate} kWh **Est. Annual Electricity Production Decrease due to System Aging (Degradation):** 0.25%

	Est. Total System Electricity Production during the Term of the Lease: {leaseTermProdEstimate95_SPAP} kWh **Estimated System Lifetime:** 25 years
Maintenance and Repairs	This contract includes System Maintenance, the upkeep and services required or recommended to keep the System operating as intended, for 25 years. This contract includes System Repairs, actions needed to fix malfunctions, for 25 years. The System Warranty is included with this contract.
Roof Warranty	If your system is installed on your roof, your roof is warrantied against leaks or other damage from System installation for up to 12 years. Please see Exhibit A (Limited Warranty) of your contract for additional details on the roof warranty.
Length of Agreement and End of Contract Term	The initial term of your lease is approximately 25 years (300 calendar months). **Total number of Monthly Lease Payments:** 300 At the end of the contract term, you will have the option to renew the contract or have the system removed. At the end of the contract term, if you do not renew the contract, the Provider will remove the system for free.
Early Termination and Selling Your Property	If you terminate your contract early, in addition to paying for the removal of the system, you will be required to reimburse Provider for, and you agree to pay, all out-of-pocket costs associated with the cancellation of the Lease, such as permitting fees, interconnection application costs, design costs and other out of pocket expenses associated with the Lease. If you sell your home before the contract ends, you may potentially transfer the lease to the purchaser, subject to conditions including purchaser meeting applicable credit requirements, and purchaser's assumption of the lease. See Section 12(a)(i) of the Lease for more details. If you sell your home before the contract ends, you may not move your system to your new home under the same lease agreement. You may purchase the system on an as-is, where-is basis, for a purchase price equal to the remaining value. See Section 12(a)(ii) of the Lease for more details.
Estimated Benefits	The System is estimated to provide {year1ProdEstimate} kWh in the first year of operation. Your local utility will provide you with kWh bill credits for excess energy you generate. Your local utility's 3-year historical average for per kWh rates to customers like you is ${EnergyCostPerKwhWithout Solar}/kWh. Therefore, in the first year of operation it is estimated that you may save ${estMnthlyElectricBillSaveYr1} off your utility bill based on the System's generation. After lease payments are taken into account, your estimated net savings may be ${estTotalMnthlySavingsYr1}. Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.
Guarantees	This contract guarantees a minimum level of system performance, as detailed in Exhibit A (Limited Warranty). If the System's actual production is less than the guaranteed production, then you are entitled to a Payment Amount on a $/kWh shortfall basis as described in Section 2(c)(i) of, and the table in, Exhibit A. This contract does not guarantee savings.
Data Sharing and Privacy Policy	A privacy policy is included with your contract explaining how information related to your service will be protected and under what circumstances it will be shared. See https://us.sunpower.com/privacy/residential-solar-financing.

Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three (3) business days after signing the contract by notifying Provider at (800) 786-7693 or sunpowerfinancing@sunpowercorp.com.
Customer Rights	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 http://www.dps.ny.gov/complaints.html.
Other Important Terms	**Security Filings:** Provider will file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing indicating that Provider owns the System, but is not a lien.
Preparer Name	**Form Prepared By:** {dealerInstallName}, {salespersonName}

Lessee's Name: {customerNameLessee} **Lessor: SunPower Capital, LLC**

{es_cosignerCaption}

EXHIBIT G (NY-Sun Incentive Program Addendum)

Please check appropriate box below.

☒ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Non-residential Incentive Program

☐ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program *All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.*

The following terms will apply to all NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the PV System, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage system, during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Customer Agreement: If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage system.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers may consult with their local utility regarding eligibility for net metering and applicable monthly Customer Benefit Contribution Charge for on-site renewable energy projects installed after January 1, 2022.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: www.ag.ny.gov

The NYS Consumer Protection Board offers additional information with the following publications: www.dos.ny.gov/consumerprotection/publications.html

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

Communication with Customer: Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System and if applicable, a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

Quality Solar Installer (QSI) Designation: NYSERDA's Quality Solar Installer designation is solely based on field inspected projects during the previous calendar year and the Gold Status is based on the Quality Solar Installer designation for previous three years. The Quality Solar Installer Designation and the Gold Status should not be construed as NYSERDA's endorsement, guarantee, or warranty of any particular manufacturer, product, the Builder, or the Contractor. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Builder, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered by participating contractor or builder.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system, including if applicable, any energy storage system, in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA may review the design of the PV System, including if applicable, any energy storage system, considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: The Contractor shall offer a full, transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Production Warranty for PPA/Leases: The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial

term of this agreement. Under no circumstance will the Customer be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the Customer sell the property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial & Industrial Program:

Commercial & Industrial Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a prerequisite for receiving the standard NY-Sun incentive.

PV System Completion/Commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

System Losses: All potential system output losses (after all equipment loses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the /Contractor.

PV system completion/commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 365 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Residential Clipboard Energy Efficiency Assessment: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home owners to determine energy-use habits, and identify energy-saving opportunities, especially low-and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

Nonresidential Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive.

Affordable Solar Incentive - Contract Requirements: Contracts for lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

• The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.

• The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.

• TPO Pilot projects must not exceed a GJGNY loan size of $6,000.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at http://www.dec.ny.gov/lands/5341.html This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project, and if applicable, the energy storage system, that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

Customer's Signature(s):

Contractor's Signature:

SunPower Corporation, Systems

EXHIBIT H (New Homes Provisions)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

We have designed our residential leasing program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your Lease term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

Our Acknowledgement. We hereby acknowledge the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. We hereby further acknowledge and agrees that We do not have a lien on the Real Property, and that We only have an interest in the System pursuant to the Lease.

We agree to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Us.

Representation; Covenant. We represent and warrants that We are the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If We remove all or any portion of the System upon termination of the Lease or at any other time or for any other reason, We will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

We will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the Lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, We will not impede any sale of the Real Property.

Subordination. Without limiting Our rights to the System under the Lease, Property Owner, We and Lender hereby agree, to the extent that We are deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new Lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing Lease. If the Lender or subsequent purchaser elects to not assume the contract, then We will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's Lease/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with

Our then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. We confirm and agree to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. We must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Us for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the Lease is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(f) of the Lease is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. Section 5(j) is added to the Lease as follows:

   "(j) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(h) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the Lease.

   (a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

   (b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

   "LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

   (c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.