SUNPOWER®

Date: {xxx}

Lessee	**Lessor**	**Dealer/Installer**
{xxxxxx}	SunPower Capital, LLC	{xxxxxx}
{xxx}	Attn: SunPower Financing	{xxxxxx}
{xxxxxx},	2900 Esperanza Crossing	{xxxxxx}
{xxx} {xxxxxx}	3rd Floor	{xxxxxx}
{xxx}	Austin, Texas 78758	
	(800) 786-7693	

Your Leased System	
Solar Panels	{xxxxxx}
Panel Count and System Size	{xxxxxx } kW (DC), {xxxxxx} kW (AC)
Inverter	{xxxxxx}
Source of Performance Data	SunPower
Monitoring System	{xxxxxx}
Racking Equipment	{xxxxxx}
Year 1 Production Estimate	{xxxxxx} kWh
Lease Term Production Estimate	{xxxxxx } kWh to {xxxxxx } kWh
Estimated Electricity Offset	{xxxxxx}%

Your Estimated Savings	
Pre-solar Monthly Electric Bill (Yr1)	${xxxxxx}
Estimated Monthly Electric Bill Savings (Yr1)	${xxxxxx}
SunPower Monthly Lease (Yr1)	${xxxxxx}
Estimated Total Monthly Savings (Yr1)	${xxxxxx}
Estimated SunPower Lease Price per kWh (Yr1)	${xxxxxx}
Annual Solar Bill Increase (Yr1)	{xxxxxx}%
Amount Due at Signing	{xxx}
Lease Term	()

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. We do not guarantee savings though, estimates above are based on the bill assumptions you provided to us.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Assign to you a warranty of your roof, against leaks within three inches of mounting penetrations, as specified in the Lease.

What are your transfer choices during the term?

- If you move, you may transfer this Lease to the purchaser of your Home, subject to Our approval, as specified in the Lease.
- If you move, you may purchase the System from Us for an amount equal to the Remaining Value Amount (as defined in the Lease), plus all payments that are specified in the Lease.

What are your choices at the end of the term?

- We will have the System removed at no additional cost to you.
- You may request an extension of the term of the Lease on prevailing market terms, as specified in the Lease.
- Otherwise, the Lease will automatically renew, unless We notify you otherwise (which We will have the right to do in Our sole discretion) and continue on a month-to-month basis, at a monthly rent equal to the last applicable Monthly Payment during the Lease Term (or, in the event rent was fully prepaid, in an amount provided by Us).

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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) ${xxxxxx}	Your first monthly payment of ${xxx} is due on the 1st of the month after the first full month following the Lease Term Start Date[1], followed by: {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} {xxx} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${xxx}e OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${xxx} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) {xxx} ${xxx}_____ __ {xxx} ${xxx}_____ __ **Total** ${xxx}_____ __	(The amount you will have paid by the end of the Lease) ${xxx}e
Purchase Option at End of Lease Term. You do not have an option to purchase the leased property at the end of the lease term. **Other Important Terms.** See your Lease and other documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, and insurance. ***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) the Dealer/Installer reports to us in writing (as may be amended by the Lessor) that the System was placed into operation (or we otherwise determine the same); (b) interconnection of the System is complete with the utility; and (c) all approvals needed to operate the System are in place.

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: { }

Pending

1. INTRODUCTION

This solar 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 system (the "System") described below. Although the System will be installed at the installation location address listed above by the Dealer/Installer identified above, this Lease is a lease only and not a contract for construction. This Lease will refer to the installation location address you listed above as the "Property" or your "Home." This Lease is up to fifteen 16 pages long and has up to eight (8) exhibits depending on the state where you live. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems (the "Operator") 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 our authorized installer (the "Dealer/Installer") performs design, permitting, construction, installation, testing, and activation of the System on your Home.

You represent and warrant to Us that (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) any other owners of the Property have acknowledged this Lease by execution hereof.

Shortly before the Lease Term Start Date, the Dealer/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 Dealer/Installer may perform such services by itself or through a competent subcontractor hired by the Dealer/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 B**.

This Lease includes only a lease of the System and does not include any other structural improvements performed or completed by the Dealer/Installer. The cost of any such other improvements will be billed separately by the Dealer/Installer and will not be included in the monthly payments during the Lease Term set forth on page 2 and Exhibit C attached hereto ("Monthly Payments") or otherwise provided for under this Lease. By initialing below, you confirm that you have made no payments to the Dealer/Installer prior to executing this Lease.

YOU HAVE 15 DAYS FROM RECEIPT OF THIS LEASE, SUBJECT TO OUR COMPLETION OF CREDIT REVIEW AND OUR DECISION, TO EXECUTE AND RETURN THE LEASE TO US. IF YOU DO NOT EXECUTE AND RETURN THE LEASE TO US IN THAT 15 DAY PERIOD, OUR OFFER TO LEASE THE SYSTEM TO YOU ON THESE TERMS WILL EXPIRE.

2. LEASE TERM

We agree to lease you the System for twenty (20) years (240 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 date when all of the following things have happened:

(a) the Dealer/Installer reports to Us in writing (as may be amended by Us) that the System was

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placed into operation (or We otherwise determine the same);

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

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

We or the Dealer/Installer will notify you by email when your System is ready to be turned on. You must provide Us with the signed Certificate of Acceptance within five (5) business days after the later of (i) the date that items (a), (b) and (c) of this Section 2 occur and (ii) the date you receive a request from Us, or from the Dealer/Installer, to provide the signed Certificate of Acceptance.

Notwithstanding the foregoing, you agree that we may deem your failure to provide Us with the signed Certificate of Acceptance within the period of time specified above as your acceptance of the System for the purpose of this Lease and such requirement shall be considered waived by Us.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {xxx} kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): {xxx} {xxx} {xxx}
Inverter (brand and model number): {xxx}
Racking (brand and model number(s)): {xxx}
SunPower Monitoring system (model number): {xxx}

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

4. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments set forth in the Monthly Payments section of the disclosures set forth on page 2;

(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 Dealer/Installer installed it;

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

(v) 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 a service provider retained by Us, 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, damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(xi) 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) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can remove or

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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;

(xiv) pay Us the cost of removal and reinstallation described in Section 4(a)(xiii) before beginning repairs or improvements on the Property;

(xv) if you are notified of any recall of the System or its components, cooperate in the de-installation and return of the System;

(xvi) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System;

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

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

(xix) 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), secure access to your wireless home internet, or the purchase of a SunPower cellular plan at all times during the Lease Term;

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

(xxi) 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 Dealer/Installer.

(c) Repair, Insurance 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; and

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

(d) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only employ Operator or the Dealer/Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 4(a)(xiii) and (xiv).

(e) 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 ${xxx} monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will not receive a ${xxx} 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;

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(iii) **Returned Check Fee**: $xx (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 $xx, xx% 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.

(f) 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. Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Dealer/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.

(g) 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.

(h) No Alterations

You agree that you will not move the System, make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without 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.

(i) Access to the System

(i) 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 (A) operating, owning, repairing, maintaining, troubleshooting, monitoring, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Our rights as to this Lease and the System; (C) using, examining, and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Lease expires to provide Us with time to remove the System at the end of the Lease Term. We shall provide you with reasonable notice of Our need to access the Property whenever commercially reasonable.

(ii) During the time that We have access rights you shall ensure that our access rights are preserved and shall not interfere with or permit any third party to

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interfere with such rights or access. You intend that the System be and remain personal property even after installation and through the end of the Lease Term. Furthermore, you agree that the System is not a fixture, but We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in 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 also agree to execute and permit Us or Our agents to record in the applicable real estate records an easement granting Us the right to access the Property.

(j) 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) Dealer/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.

(k) Monthly Payments

The Monthly Payments section (set forth on page 2 and **Exhibit C** attached hereto) describes your payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND 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 SET FORTH BELOW IN SECTIONS 5 AND 25, 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. CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM

(a) Our Obligation to Lease

Our obligations to lease the System are conditioned on the following items having been completed to Our reasonable satisfaction by the Dealer/Installer or other service providers chosen by Us:

(i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;

(ii) approval of this Lease by Our financing partner(s);

(iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to

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calculate the Monthly Payment amounts set forth in this Lease;

(iv) confirmation that We will obtain all applicable benefits referred to in Section 8;

(v) receipt of all necessary zoning, land use and building permits; and

(vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or roof repairs necessary to enable Us to safely install the System).

We may terminate this Lease prior to the interconnection of the System without liability if, in Our reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for reasons beyond Our reasonable control. Once the Installer starts installation, however, you may not terminate this Lease for the failure to satisfy conditions (i) through (vi) above, unless mutually agreed upon otherwise.

(b) Amendments, Your Right to Terminate for Material Changes

We may terminate this Lease if, in Our reasonable judgment, the installation of the System will not occur within 180 days of the date of this Lease being fully executed by all parties for reasons beyond Our reasonable control.

Both parties will have the right to terminate this Lease, without penalty or fee, if We determine after the engineering site audit of your Home that We have misestimated by more than ten percent (xx%) any of (1) the System size, (2) the System's total cost or (3) the System's originally estimated annual production. Such termination right will expire at the earlier of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after We inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Lease following such xx% change, then any changes to the System will be documented in an amendment to this Lease. You authorize Us to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease We both sign.

6. WARRANTY

TO THE FULLEST EXTEND 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.

7. TRANSFER

We work with large companies and other significant financing partners to finance your System. As a result, We may assign this Lease to one of Our financing partners. We may assign, sell or transfer the System and this Lease, or any part of this Lease or the exhibits, without your consent. In the event any such assignment extends to all of Our obligations under this Lease, We will be released from all Our liabilities and other obligations under the Lease. Assignment, sale or transfer generally means that We would transfer certain of Our rights and certain of Our obligations under this Lease to another party. 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. This assignment does not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You intend for the System to be and remain personal property even after installation and through the end of the Lease Term. You agree

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that the System is Our personal property under the Uniform Commercial Code and not fixtures (or real property) regardless of whether it is attached to real property. 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. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at your expense protect and defend Us against the same. 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 constitutes 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, ENTERING 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.

THE VALUE OF THE REBATES ASSOCIATED WITH THE SYSTEM ("SOLAR INCENTIVE AMOUNT") THAT BELONGS TO US (IF THE PROPERTY IS IN CALIFORNIA, AS ESTABLISHED BY CALIFORNIA SENATE BILL 1, (MURRAY, CHAPTER 132, STATUTES OF 2006, SECTION 4), AS CODIFIED IN PUBLIC RESOURCES CODE SECTIONS 25780-25784) IS ${xxx}. AS PART OF YOUR OBLIGATION TO PAY RENT UNDER THIS LEASE, YOU ASSIGN TO US ALL OF YOUR RIGHT, TITLE AND OBLIGATION IN AND TO THE REBATES ASSOCIATED WITH THE SYSTEM IN THE SOLAR INCENTIVE AMOUNT. IF THE ACTUAL AMOUNT OF THE REBATES RECEIVED BY US IS LESS THAN THE SOLAR INCENTIVE AMOUNT DUE TO ANY CAUSE THAT YOU CONTROL, YOU WILL BE REQUIRED TO PAY THE AMOUNT OF THE SHORTFALL AS ADDITIONAL RENT. IF THE ADMINISTRATOR OF THE REBATE PROGRAM MAKES A PAYMENT OF THE REBATE, OR THE DEALER/INSTALLER MAKES A PAYMENT OF THE SHORTFALL, DIRECTLY TO YOU, YOU MUST FORWARD ANY SUCH PAYMENT TO US PROMPTLY AFTER YOU RECEIVE IT.

9. PURCHASING THE SYSTEM PRIOR TO THE END OF THE LEASE TERM

Except under Section 11, you may not purchase the System from Us.

10. RENEWAL

You may request that We renew your Lease for an additional period of time on then prevailing market terms (taking into account the condition of the System). If you want to renew and you are in compliance with this Lease, then at least sixty (60)

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days, but not more than one hundred and eighty (180) days, prior to the expiration of the Lease Term, you must send Us a written request that We renew the Lease. If you request a renewal, We will provide to you in writing the terms on which the Lease may be renewed, including the renewed Lease term and Monthly Payments. If you do not agree to the renewed Lease terms within 30 days after We provide them to you, and We do not notify you otherwise that We will be removing the System upon the expiration of the Lease Term, then following the expiration of the Lease Term, the Lease will continue on a month-to-month basis at a monthly rent equal to the last applicable Monthly Payment during the regular Lease Term (or, if any rent was prepaid, the monthly rent will be in an amount provided by us) ("Month-to-Month Rent"). Additionally, if you do not renew this Lease or request that We remove the System, this Lease will, unless We notify you otherwise (which We will have the right to do so at Our election) continue on a month-to-month basis, at the Month-to-Month Rent. We may terminate any such month-to-month rental at any time and notify you We will remove the System within thirty (30) days after such notice to you.

11. SELLING YOUR HOME

(a) If you sell your Home you can:

(i) *Potentially transfer this Lease and the Monthly Payments*.

If the person buying your Home meets Our then applicable credit requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Lease.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System on an AS-IS, WHERE-IS basis, for a purchase price equal to the remaining value ("Remaining Value Amount") (note that you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase). "Remaining Value Amount" will equal (a) the loss of any tax benefits available due to the use or ownership of the System prior to the termination of this Lease plus (b) the net present value, as of the Lease termination date and using a discount rate of 3%, of (i) the future estimated tax benefits, incentives, environmental attributes, and monthly payments that would have been received by or would be payable to Us under or in connection with this Lease (assuming estimated power production through the remaining initial term of this Lease) and (ii) the residual value of the System. If reasonably practical, We will assign to you any product and/or workmanship warranties still in effect for the System.

(b) You agree to give Us at least thirty (30) days', but not more than three (3) months', prior written notice of the sale of your Home. If you want the buyer to assume your Lease obligations, your notice of the Home sale must be accompanied by the buyer's written consent to obtain a credit report and sufficient contact information for the buyer so We can contact him or her and perform a credit check. You agree to inform any proposed buyer of your Home that We have the right to approve or disapprove the assumption and assignment of this Lease. If We approve the buyer's assumption of this Lease, you and the buyer must sign transfer documentation providing for the buyer's assumption of the Lease obligations (the "Lease Assignment"). We will send a Lease Assignment and escrow instructions into the escrow for the proposed sale of your Home, so that once the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. Unless We release you from your obligations in writing, you will still be responsible for performing under this Lease. If your buyer defaults on this Lease and We have not yet signed the Lease Assignment, you will be responsible for his or her default.

(c) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default under this Lease. This Section

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11 also applies to a Home sale by your estate or heirs.

(d) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT SUBLEASE, 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.

12. 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, at Our sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

13. 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 4(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 15(g), or with respect to property damage by Us, xxx.

14. DEFAULT

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

(a) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

(b) you fail to provide Us with a fully-signed Certificate of Acceptance as shown in **Exhibit D**, unless such requirement is waived by Us as specified in Section 2 of this Lease;

(c) 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;

(d) you allow another to forge your signature on a material document you have given, or in the future give, Us or Dealer/Installer;

(e) you have provided any false or misleading financial or other information to obtain this Lease;

(f) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without Our prior written consent;

(g) 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;

(h) you allow other creditors by legal process to take your money or property;

(i) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or

(j) the System is intentionally destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture or other involuntary transfer.

15. REMEDIES IN CASE OF DEFAULT

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

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

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(b) suspend Our performance under this Lease;

(c) take any reasonable action to correct your default or to prevent Our loss; any amount We pay will be added to the amount you owe Us and will be immediately due;

(d) require you, at your expense, to return the System or make it available to Us in a reasonable manner;

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

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

(g) 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 under this Lease. Therefore, We and you agree that in the event it is established that you are in default under this Lease, we shall recover from you as liquidated damages, and not as a penalty, 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 Remaining Value Amount; 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 15(g), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you; or

(i) use any other remedy available to Us in this Lease or by law.

You agree to repay Us for any reasonable amounts We pay to correct or cover your default. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, 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.

16. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this Lease, if you have not renewed this Lease and you have not defaulted, then within ninety (90) days you may call Us to schedule and request that We remove the System at a convenient time for Us at no cost to you. If you request that We remove the System, We will do so within thirty (30) days of your request. If you do not request that We remove the System, then this Lease will continue on a month-to-month basis consistent with Section 10.

17. 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

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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 $xxx of any filing fee. We will pay any filing fees in excess of $xxx 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. 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 17 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. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and 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 waiving any and all rights to a trial jury for all actions or proceedings involving a dispute arising out of or related to this Lease.

18. 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

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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 there is more than one of you, We may release one of you without releasing the other.

20. NOTICES

All notices under this Lease shall be 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, (b) that each such representative is acting as a special agent and all representations not in this Lease are waived. 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

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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

A copy of the SunPower Data Privacy Policies is attached to the On-Site Customer Disclosure Statement as Exhibit G.

24. PUBLICITY

We will not publicly use or display any images of the System.

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 effect 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.

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27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH (7th) CALENDAR 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 E).

Following the seventh (7th) calendar day after the date you sign this Lease and prior to the Lease Term Start Date, you may request that We cancel the Lease. If We agree to cancel the Lease, then in connection with such a request, you understand that We may ask you to reimburse us for, and you agree to pay, Our out-of-pocket costs associated with cancellation of the Lease, such as permitting fees, interconnection application costs, design costs and other out of pocket expenses associated with the Lease.

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: {xxx}

Lessor: SunPower Capital, LLC

The Dealer/Installer with respect to this Lease is:

{xxx}

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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 Dealer/Installer at the address you listed in the Lease 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 Dealer/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 that are within a three (3) inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from the date the Dealer/Installer begins installation of System through the longer of (A) three (3) years following the Lease Term Start Date and (B) the length of any existing installation warranty or new home builder performance standard for your roof up to but not exceeding ten (10) years (the "Roof Warranty Period"); 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.

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(c) Production Guarantee and Warranties

Production Guarantee

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

TABLE A

GUARANTEE YEAR	GUARANTEED RANGE OF ANNUAL PRODUCTION (KWH)	GUARANTEED ENERGY PRICE PER KWH
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}
{xxx}	{xxx}	{xxx}

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 bottom of the Guaranteed Range of Annual Production, then Operator will send you a payment in an amount equal to the difference between the bottom of the Guaranteed Range of Annual Production 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 $xx ("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, 2014, and ends on September 30, 2015, 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 bottom of the Guaranteed Range of Annual Production multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

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Example Guaranteed Range of Annual Production	Example Actual Annual kWh	Example Guaranteed Energy Price per kWh	Example Payment to You
xxxx-xxxx	xxxx	xxxxx	**xxxx**

ii. If, at the end of each successive twelve (12) month anniversary of your Lease Start Date, the Actual Annual kWh is greater than the top of the Guaranteed Range of Annual Production 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 top of the Guaranteed Range of Annual Production, 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 Dealer/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 Guaranteed Range of Annual Production 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 Guaranteed Range of Annual Production 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.

"**Guaranteed Range of Annual Production**" is the estimate of the range of production for a Guarantee Year 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. The Guaranteed Range of Annual Production 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

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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, Dealer/Installer, or a subcontractor specifically approved by Operator or Dealer/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 Dealer/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, Dealer/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 Dealer/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 your 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); or
(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).

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,

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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, RELOCATION OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, or (iii) the System is being relocated to another home you own pursuant to the Lease, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

(b) If you want to return the System to Lessor under Section 16 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); 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; 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); 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

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caused by someone other than Operator, 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 xxxxxx.

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
2900 Esperanza Crossing, 3rd floor
Austin, TX 78758
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.

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EXHIBIT B (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 8 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 8 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 8 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 8 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 B) and the ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE ("Attachment E-1"), to be entered into between Lessor and Lessee (the "NYSERDA Addendum"), the NYSERDA Addendum shall control.

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EXHIBIT C (Lease Payments)

The Solar Incentive Amount due at the time the administrator of the Solar Initiative Program releases the Solar Rebate (if applicable, see Section 8 above)	${xxx}

	Base Payment	**Estimated Tax on Payment**	**Estimated Payment inclusive of Tax**
First Monthly Payment (As set forth on Page 2 above), OR	${xxx}	${xxx}	${xxx}
One Full Prepayment Amount due on the same day as the first Monthly Payment (As set forth on Page 2 above)	${xxx}	${xxx}	${xxx}

Monthly Lease Payments	**Base Monthly Payment**	**Estimated Tax on Monthly Payment**	**Estimated Monthly Payment inclusive of Tax (without automatic ACH Payment)**	**Estimated Monthly Payment inclusive of Tax (with automatic ACH Payment)**
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
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{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}
{xxx}	${xxx}	${xxx}	${xxx}	${xxx}

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Exhibit D (Certificate of Acceptance)

FORM OF CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is related to the Lease Agreement (the "Lease") entered into on {xxx} between {xxx} and {xxx} (collectively, "Lessee") and SunPower Capital, LLC ("Lessor").

Capitalized terms used in this Certificate of Acceptance have the meaning given to them in the Lease.

The undersigned Lessee hereby acknowledges its receipt and acceptance of the System specified in the above referenced Lease on the date of Lessee signature set forth below. Lessee also acknowledges that the System has been mechanically installed and is ready to be interconnected to the local utility grid. Furthermore, Lessee confirms that Dealer/Installer provided Lessee with a walkthrough of the SunPower Monitoring System and its applications. Lessee hereby accepts the System for the purposes of the Lease.

Lessee's Signature:

_____

Name: {xxx}

(print)

Date:

Acknowledged and Agreed:

Dealer/Installer:

_____

Name:
Title:
Date:

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EXHIBIT E (NOTICE OF CANCELLATION - LESSOR COPY)

NOTICE OF CANCELLATION

{xxx }

(Date of Lease)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN 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 2900 ESPERANZA CROSSING, 3RD FLOOR, AUSTIN, TX 78758, USA

NOT LATER THAN MIDNIGHT OF
{XXX }.

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Lessee's Signature:

Please print name: _____

{xxx}

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

NOTICE OF CANCELLATION

{xxx }

(Date of Lease)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN 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 2900 ESPERANZA CROSSING, 3RD FLOOR, AUSTIN, TX 78758, USA

NOT LATER THAN MIDNIGHT OF
{XXX }.

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Lessee's Signature:

Please print name: _____

{xxx}

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EXHIBIT F (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, {xxx} and {xxx} ("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: {xxx}
Account Type: {xxx}
Routing No.: {xxx}
Account No: {xxx}

*** Please insert N/A for the Bank Name, Account Type, Routing No., and Account No.
If you do NOT wish to use ACH payments, then please sign below to acknowledge your decision. ***

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: {xxx}

Name: {xxx}

Date: {xxx}

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EXHIBIT G (Generation System Disclosure Form)

Generation System Disclosure Form

Provider Information	**Name:** SunPower Capital, LLC **Address:** Attn: SunPower Financing 2900 Esperanza Crossing, 3rd Floor Austin, Texas 78758 **Phone:** (800) 786-7693 **Email Address:** sunpowerfinancing@sunpowercorp.com
Customer Information	**Name:** {xxx} **Installation Address:** {xxx} **Mailing Address:** {xxx} **Email Address:** {xxx}
Distribution Utility	**Distribution Utility:** {xxx}
Overview	This document describes your solar lease. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. Under the contract, you will lease (not own) the system installed on your property. You will own the 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):** {xxx} 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 C for details of lease payments. **Amount Due at Contract Signing:** {xxx} **Prepayment Amount due on the same day as the first Monthly Payment (incl. Est. Tax):** {xxx} **Total of all Monthly Lease Payments:** {xxx} **Total of all Up-Front Payments:** {xxx} **Total Estimated Taxes:** {xxx} **Est. Solar Incentive:** {xxx} **Total Estimated Costs:** {xxx} **List of other charges:**

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Price, Fees, and Charges (cont.)	**List of any credits, incentives, or rebates:** - Est. Solar Incentive from NYSERDA: {xxx} - Est. State Tax credit: {xxx} - Est. Federal Tax credit: {xxx} Customer is responsible for applying for and will receive any eligible state tax credits. Provider is responsible for applying for and will receive any eligible federal tax credits.
Installation	**System Location on Property:** Rooftop (unless ground mounted system is installed). **Approximate Installation Start Date:** within fifteen (15) days of this Agreement (including the last amendment or change order) being signed by both parties. **Approximate Installation Completion Date:** within ninety (90) days of this Agreement (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:** {xxx} **Address:** {xxx} **Phone:** {xxx}
System Size and Generation	**Size of System in kilowatts DC (kWdc):** {xxx} kWdc **Est. Gross Annual Electricity Production in kilowatt-hours (kWh) from the System in the First Year of Operation:** {xxx} kWh **Est. Annual Electricity Production Decrease due to System Aging (Degradation):** {xxx} **Est. Total System Electricity Production during the Term of the Agreement:** {xxx} kWh **Estimated System Lifetime:** {xxx} years
Maintenance and Repairs	This contract includes System Maintenance, the upkeep and services required or recommended to keep the System operating as intended, for {xxx} years. This contract includes System Repairs, actions needed to fix malfunctions, for {xxx} 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 {xxx} 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 {xxx}. **Total number of Monthly Lease Payments:** {xxx} 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 11. (a) (i) 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 11. (a) (ii) for more details.

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Estimated Benefits	The System is estimated to provide {xxx} 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 {xxx}/kWh. Therefore, in the first year of operation it is estimated that you may save {xxx} off your utility bill based on the System's generation. After lease payments are taken into account, your estimated net savings may be {xxx}. 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 does not guarantee savings. This contract guarantees a minimum level of system performance, as detailed in Exhibit A (Limited Warranty).
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 Exhibit H.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within seven (7) 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:** {xxx}

Lessee's Name:

Lessor: SunPower Capital, LLC

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EXHIBIT H (SunPower Privacy Policy)

This Notice of Privacy Policy ("Notice") is designed to inform you about the type of personally identifiable information that SUNPOWER CAPITAL, LLC may gather or collect from you. It also explains the conditions under which we use, share, and disclose that personally identifiable information, and your rights in relation to that personally identifiable information. Please read this notice carefully to understand what we do.
This Notice is effective as of June 2014.
This Notice applies to the personally identifiable information that we collect or receive from:

- Consumers who request solar panel system financing to obtain our solar panels and related products and/or services and consumers who purchase a solar panel system from us ("customers"); and
- Correspondence, telephone, email or similar communications, to, or received from our customers.

OUR PRINCIPLES

- We only collect the personally identifiable information necessary for the purpose of managing the customer's account and responding to the customer's requests for assistance regarding our solar panels and related services;
- We maintain reasonable administrative, technical and physical measures to protect your privacy and ensure the confidentiality and security of your personally identifiable information;
- We do not share your personally identifiable information with Non-Affiliated Entities for marketing purposes;
- We do not sell customer personally identifiable information;
- We contractually require any person or organization that provides products or services on our behalf to protect our customers' personally identifiable information; and
- We do not allow those who are doing business on our behalf to use personally identifiable information for their own marketing purposes.

WHAT PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT AND HOW
The types of personally identifiable information we collect depend on the product and service that you have with us. This personally identifiable information can include:

- Contact information (name, address, phone number, email address of the owners or co-owners of the dwelling);
- Proof of identity;
- Social Security number;
- Account balances and payment history;
- Credit scores and history;
- Employment and income information; and
- Utility bills.

We collect your personally identifiable information for example when you:

- Apply for a lease or other form of financing;
- Give us your income information or provide employment information;
- Provide account information or give us your contact information;
- Enter into a relationship with SunPower Capital, LLC or its Affiliates;
- Use an online account; and
- Use one of our financing products or services. We also receive your personally identifiable information from information services and consumer reporting agencies.

HOW WE USE YOUR PERSONALLY IDENTIFIABLE INFORMATION
We use personally identifiable information about customers to:

- Provide them with data regarding our solar products and financing services (marketing);
- Send correspondences, including electronic communications;
- Create and maintain their account;

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- Create an online account; and
- Create lease relationships or other forms of financing.

WITH WHOM WE SHARE YOUR PERSONALLY IDENTIFIABLE INFORMATION
We may share relevant personally identifiable information:
With:

- Companies related by common ownership or control, financial and/or nonfinancial companies, joint ventures or subsidiaries of SunPower Capital, LLC ("Affiliates");
- Distributors, dealers, installers, agents and other companies that perform services for us ("Non- Affiliated Entities");
- Financial institutions, or their organic subsidiaries, who finance the leases and other forms of financing, and other entities who help manage the leases and other forms of financing, send you notice of payments due, and reminders of past due payments ("Financial Institutions");
- Credit Bureau (regarding late payments, missed payments or other defaults on your account); and
- Government and law enforcement officials or private parties to enforce our rights, or respond to legal requests made in compliance with applicable law (subpoena, search warrant, court order).

For:

- Our everyday business purposes in order to process your transactions and maintain your account(s);
- Our compliance with applicable law, to respond to court orders and legal investigations, or report to credit bureaus;
- Our marketing purposes to offer our products and services to you;
- Affiliates' everyday business purposes regarding your transactions and experiences; and
- Financial Institutions' purposes, in order to provide jointly with SunPower Capital, LLC and its Affiliates, administrative services in conjunction with the distribution of the solar panels under joint venture agreement.

We will not share personally identifiable information we collect with Non-Affiliated Entities except as permitted by California law, such as to process your transaction or to maintain your account.
When you are no longer a customer, we may continue to share your personally identifiable information as described in this notice.

CONSUMERS' RIGHTS
All customers are granted the right to access, modify, correct, delete, or update their personally identifiable information. To do so, please contact us as indicated below.

OTHER IMPORTANT INFORMATION
If a material change is made to this Notice, a revised version of this Notice will be made available to you.

CONTACT US
By phone: 1-800-SUNPOWER or 1-800-786-7693
By Email: customersupport@sunpower.com

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