

Amendment to Solar Energy System Home Improvement Contract

This Amendment to the Solar Energy System Home Improvement Contract (this "Amendment") is entered into by and between Customer(s) (as described below) and SunPower Corporation, Systems ("Contractor").

THIS DOCUMENT SUPPLEMENTS THE TERMS AND CONDITIONS OF YOUR SOLAR ENERGY SYSTEM HOME IMPROVEMENT CONTRACT ENTERED INTO WITH CONTRACTOR (AS MAY BE AMENDED, THE "CONTRACT") WITH RESPECT TO A SOLAR PHOTOVOLTAIC SYSTEM THAT WILL BE INSTALLED AT YOUR HOME. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE CONTRACT.

Customer(s) - Name(s) and System Premises: Name(s): <u>Darin McWatters</u> Address: <u>2026 LEXINGTON DR,</u> <u>FULLERTON, CA 92835</u> <u>SLMCWATTERS@GMAIL.COM</u> <u>(562) 243-4190</u>	Contractor - Name and Address: SunPower Corporation, Systems C/O SunPower Corporation 8900 Amberglen Boulevard, Suite 325 Austin, TX 78729 Tel: 1-800-SUNPOWER (1-800-786-7693)
Date of Contract: <u>October 3, 2022</u>	

ARTICLE 1: AMENDMENTS TO CONTRACT

- A. Contractor and Customer(s) hereby agree to amend the Contract by deleting in its entirety the table titled "Important Information about your SunPower Solar Energy System Home Improvement Contract" and replacing it with the following:

Important Information about your SunPower Solar Energy System Home Improvement Contract

Date of Agreement	October 3, 2022	
Estimated Rebate (if applicable)	Retained by Customer	
Co-Payment Paid by Customer to Contractor at Energy Start Date	\$0.00	
Total Contract Price	\$97,750.97	
Year 1 Production Estimate	22,174.33 kWh	
<input checked="" type="checkbox"/> Check this box if you are pursuing financing from a financing entity approved by Contractor and listed on Schedule I (attached hereto) for the purchase and installation of the System (as defined below) under this Agreement. By checking this box, and upon notification to Contractor that such financing has been successfully obtained prior to the completion of the engineering site audit of your Premises, Contractor shall disregard the schedule of progress payments below and shall accept payment in full in the amount of the Total Contract Price from the Customer and the financing entity on behalf of the Customer upon the Energy Start Date.		
Work to be Completed:	Amount Due:	When Due:
Design, Engineering, and Delivery of Materials (collectively, the "Installation Commencement Activities")	\$0.00	Due and payable upon the date the Installation Commencement Activities are completed.
Completion of Installation of the System and all work required under this	\$0.00	Due and Payable upon the Energy Start Date.

Agreement.

Description of the project and significant materials to be used and equipment to be installed:

Description: Installation of new photovoltaic: 15.30kW (solar energy) system
Quantity and model of panel to be installed: 36 x 425W (Model SPR-M-425-H-AC) Solar Panels
Quantity and model of inverter(s) to be installed: Type M / SPWR-A4 (IQ 7HS)(36)
Mounting/Racking to be installed: InvisiMount
Monitoring to be installed: PVS6 Monitoring Kit

NOTE:

Loan Number (if applicable): 4322529

ARTICLE 2: MISCELLANEOUS

- A. Except as expressly modified by this Amendment, all the terms, conditions, agreements and understandings contained in the Contract shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the Contractor and Customer(s). This Amendment is incorporated into the Contract and, together with the Contract and its exhibits, constitutes a single contract.
- B. This Amendment is governed by the law of the state where your Home is located, and, to the extent applicable, federal law.

Customer(s) signature(s): You (Customer) represent that you have read this Amendment in its entirety and received a complete copy of this Amendment, with all information completely filled, before signing below.

Customer: X Darin McWatters

Name: Darin McWatters

Date: 11/22/2022

Contractor Accepts: Contractor accepts this Amendment.

SunPower Corporation, Systems on behalf of itself and its successors and assigns

By: Reymart M. Magsayo
Name: _____

Date: 11/23/2022

Instructions: Give the original and copy of the completed Amendment to the Customer(s) to read and sign. Customer(s) sign the original Amendment and return(s) it to Contractor at:

SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729

Customer(s) keep(s) the copy of the Amendment. A copy of the original Amendment signed by Customer(s) will be countersigned by Contractor and returned to Customer(s).

SUNPOWER®

Hello Darin McWatters,

We are excited to partner with Technology Credit Union (Tech CU) to help you go solar! We sincerely appreciate and support your commitment to energy and financial independence.

Our goal is to provide you financing that is simple, affordable, and easy to understand. To this end, we have provided the key details and terms of your solar financing below. We'd also like to introduce our lending partner, Tech CU, a Silicon Valley-based credit union that is a leader in providing financing for innovative, environmentally-friendly products (such as solar systems). Once Tech CU approves your credit and the solar system is installed, Tech CU will advance the funds to pay for the solar system, extending you credit under a solar loan. Tech CU will service your loan and will contact you directly with payment details after installation.

What Happens Next:

- You are signing your Solar Energy Loan Agreement and Promissory Note ("Loan Agreement") and other related documents electronically. After signing these documents electronically, you can download the Loan Agreement and DocuSign will send you a copy electronically. You can also retrieve this through DocuSign any time after signing.
- Due to installation timelines, it may take up to 180 days before your loan is set up with Tech CU." Installation" is considered to be substantially complete on the date the solar system is attached to the Residence.
- Tech CU will not advance funds to your solar installer until after installation is substantially completed.

Payment Information:

- The interest rate on your loan shown in the Amortization schedule, TILA, and Loan Agreement below is based on your selected payment method in the TCU ACH Opt In Form. A 0.25% discount is offered if you opt in for ACH. If you did not opt in for ACH in the Opt In Form prior to contract creation, you can still choose to pay via ACH later, however you will NOT be able to obtain the discounted APR. **The discount rate cannot be applied after the loan has funded.** To change your payment method to ACH without the APR discount, contact SunPower at (800) 786-7693 before your system is fully installed. If you elect the ACH payment method prior to funding and you change your ACH payment method any time after the loan has funded, you may be subject to the corresponding higher rate, as determined by Tech CU.

	Loan Amount	Term (Months)	APR	Monthly Payment		
				First 17 Payments	Payment18+ with Voluntary Payment*	Payment18+ without Voluntary Payment**
Non-ACH (Standard)	\$97,750.97	240	2.24%	\$360.82	\$360.82	\$522.29
ACH (Reduced)	\$97,750.97	240	1.99%	\$351.93	\$351.93	\$509.94

* Monthly payment for payments 18 and beyond when **YOU MAKE** the Stated Voluntary Payment to reduce the principal balance of your loan.

** Monthly payment for payment 18 and beyond when **YOU DO NOT** make the Stated Voluntary Payment to reduce the principal balance of your loan.

The last payment amount may differ from the remaining payment amounts.


- Your first monthly payment is due approximately 60 days after the system is installed.** The monthly payment is not contingent on your system generating electricity. In other words, payments may be required before you are connected to the utility. The first payment date on your Loan Agreement is an estimate only.

- When you make payments, Tech CU will apply these first to outstanding charges, then to accrued but unpaid interest, then to the unpaid total balance. Optional principal only payments may be applied as long as scheduled payments are current.
- You may prepay the unpaid balance in full or in part at any time without penalty.
A partial prepayment will not affect the amount or timing of subsequent monthly payments. Prepayments will not advance the due date more than 60 days, you should continue to make a monthly loan payment.
- **No portion of this loan is interest free. Interest accrues on the full unpaid balance of the total amount financed on a daily basis from the date your system is installed.**
- Extended first payment periods and payment deferrals will increase the amount of interest you will owe.
- One or more payments made after any extended first payment or deferral period may only pay some of the accrued interest. Such payments may be insufficient to reduce the amount applied to your principle balance. **One or more payments may only be sufficient to satisfy the amount of the deferred interest that is due.**

Important Reminders:

- Your obligation to repay this loan is independent of system performance.
- **You authorize Tech CU to file a UCC lien securing its interest in the solar equipment. The UCC lien will appear as a lien against the fixtures (solar panels, inverters, battery, and other equipment purchased) on county real estate property records. This is not a lien on your home but will appear on title searches.**
- We may disable the system in the event of default.
- **Please consult your tax advisor regarding your eligibility for the Federal Investment Tax Credit.** Your loan and your requirement to make payments is not contingent on the availability or your receipt of a tax credit or other benefit.
- **To protect your solar system from an unforeseen disaster, you should reach out to your insurance provider and update your personal property coverage to include the solar system.**

This Summary of Key Loan Terms highlights important information and provides a high-level overview of the Loan Agreement. Prior to signing, please review the full loan package provided to you, including this page and the Loan Agreement, to understand the terms that you are agreeing to. If you have any questions or concerns, please call us at (800) 786-7693 or email us at SunPowerFinancing@sunpowercorp.com.

Borrower: 

Sample Amortization Schedule for 240 month Solar Loan with a 1.99% APR

This is an example and may not reflect the actual amount or terms of your loan. Your results may vary based on loan amount, annual percentage rate (APR), your selected payment method, payment amounts, and the timing of your payments.

- The tables below illustrate the schedule of payments for the first two years of a \$97,750.97 solar system where payment is deferred for the first 60 days after installation. The table on top shows the payment schedule if a prepayment is made **by the 17th scheduled payment**. In this case, the monthly payment **should** remain the same for the entire term of the loan. The 2nd table illustrates the payment schedule if **no** prepayment is made **by the 17th scheduled payment**. In this case, the monthly payment amount increases **with the 18th scheduled payment** and remains at this higher amount through the remaining term of the loan.

Pre-Payment Amortization Table

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2023-02-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,750.97
1.0	2023-03-12	\$97,750.97	\$149.22	\$0.00	\$0.00	\$0.00	\$0.00	\$149.22	\$97,750.97
2.0	2023-04-12	\$97,750.97	\$165.21	\$351.93	\$0.00	\$314.44	\$37.49	\$0.00	\$97,713.47
3.0	2023-05-12	\$97,713.47	\$159.82	\$351.93	\$0.00	\$159.82	\$192.11	\$0.00	\$97,521.37
4.0	2023-06-12	\$97,521.37	\$164.82	\$351.93	\$0.00	\$164.82	\$187.11	\$0.00	\$97,334.26
5.0	2023-07-12	\$97,334.26	\$159.20	\$351.93	\$0.00	\$159.20	\$192.73	\$0.00	\$97,141.53
6.0	2023-08-12	\$97,141.53	\$164.18	\$351.93	\$0.00	\$164.18	\$187.75	\$0.00	\$96,953.78
7.0	2023-09-12	\$96,953.78	\$163.87	\$351.93	\$0.00	\$163.87	\$188.06	\$0.00	\$96,765.72
8.0	2023-10-12	\$96,765.72	\$158.27	\$351.93	\$0.00	\$158.27	\$193.66	\$0.00	\$96,572.06
9.0	2023-11-12	\$96,572.06	\$163.22	\$351.93	\$0.00	\$163.22	\$188.71	\$0.00	\$96,383.35
10.0	2023-12-12	\$96,383.35	\$157.65	\$351.93	\$0.00	\$157.65	\$194.28	\$0.00	\$96,189.07
11.0	2024-01-12	\$96,189.07	\$162.13	\$351.93	\$0.00	\$162.13	\$189.80	\$0.00	\$95,999.27
12.0	2024-02-12	\$95,999.27	\$161.81	\$351.93	\$0.00	\$161.81	\$190.12	\$0.00	\$95,809.14
13.0	2024-03-12	\$95,809.14	\$151.07	\$351.93	\$0.00	\$151.07	\$200.86	\$0.00	\$95,608.28
14.0	2024-04-12	\$95,608.28	\$161.15	\$351.93	\$0.00	\$161.15	\$190.78	\$0.00	\$95,417.50
15.0	2024-05-12	\$95,417.50	\$155.64	\$351.93	\$0.00	\$155.64	\$196.29	\$0.00	\$95,221.21
16.0	2024-06-12	\$95,221.21	\$160.50	\$351.93	\$0.00	\$160.50	\$191.43	\$0.00	\$95,029.78
17.0	2024-07-12	\$95,029.78	\$155.01	\$351.93	\$0.00	\$155.01	\$196.92	\$0.00	\$94,832.86
18.0	2024-08-12	\$94,832.86	\$159.84	\$351.93	\$29,325.29	\$159.84	\$29,517.38	\$0.00	\$65,315.48
19.0	2024-09-12	\$65,315.48	\$110.09	\$351.93	\$0.00	\$110.09	\$241.84	\$0.00	\$65,073.64
20.0	2024-10-12	\$65,073.64	\$106.14	\$351.93	\$0.00	\$106.14	\$245.79	\$0.00	\$64,827.86
21.0	2024-11-12	\$64,827.86	\$109.27	\$351.93	\$0.00	\$109.27	\$242.66	\$0.00	\$64,585.19
22.0	2024-12-12	\$64,585.19	\$105.35	\$351.93	\$0.00	\$105.35	\$246.58	\$0.00	\$64,338.61
23.0	2025-01-12	\$64,338.61	\$108.74	\$351.93	\$0.00	\$108.74	\$243.19	\$0.00	\$64,095.42
24.0	2025-02-12	\$64,095.42	\$108.33	\$351.93	\$0.00	\$108.33	\$243.60	\$0.00	\$63,851.82

Non Pre-Payment Amortization Table

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2023-02-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,750.97
1.0	2023-03-12	\$97,750.97	\$149.22	\$0.00	\$0.00	\$0.00	\$0.00	\$149.22	\$97,750.97
2.0	2023-04-12	\$97,750.97	\$165.21	\$351.93	\$0.00	\$314.44	\$37.49	\$0.00	\$97,713.47
3.0	2023-05-12	\$97,713.47	\$159.82	\$351.93	\$0.00	\$159.82	\$192.11	\$0.00	\$97,521.37
4.0	2023-06-12	\$97,521.37	\$164.82	\$351.93	\$0.00	\$164.82	\$187.11	\$0.00	\$97,334.26
5.0	2023-07-12	\$97,334.26	\$159.20	\$351.93	\$0.00	\$159.20	\$192.73	\$0.00	\$97,141.53
6.0	2023-08-12	\$97,141.53	\$164.18	\$351.93	\$0.00	\$164.18	\$187.75	\$0.00	\$96,953.78
7.0	2023-09-12	\$96,953.78	\$163.87	\$351.93	\$0.00	\$163.87	\$188.06	\$0.00	\$96,765.72
8.0	2023-10-12	\$96,765.72	\$158.27	\$351.93	\$0.00	\$158.27	\$193.66	\$0.00	\$96,572.06
9.0	2023-11-12	\$96,572.06	\$163.22	\$351.93	\$0.00	\$163.22	\$188.71	\$0.00	\$96,383.35
10.0	2023-12-12	\$96,383.35	\$157.65	\$351.93	\$0.00	\$157.65	\$194.28	\$0.00	\$96,189.07
11.0	2024-01-12	\$96,189.07	\$162.13	\$351.93	\$0.00	\$162.13	\$189.80	\$0.00	\$95,999.27
12.0	2024-02-12	\$95,999.27	\$161.81	\$351.93	\$0.00	\$161.81	\$190.12	\$0.00	\$95,809.14
13.0	2024-03-12	\$95,809.14	\$151.07	\$351.93	\$0.00	\$151.07	\$200.86	\$0.00	\$95,608.28
14.0	2024-04-12	\$95,608.28	\$161.15	\$351.93	\$0.00	\$161.15	\$190.78	\$0.00	\$95,417.50
15.0	2024-05-12	\$95,417.50	\$155.64	\$351.93	\$0.00	\$155.64	\$196.29	\$0.00	\$95,221.21
16.0	2024-06-12	\$95,221.21	\$160.50	\$351.93	\$0.00	\$160.50	\$191.43	\$0.00	\$95,029.78
17.0	2024-07-12	\$95,029.78	\$155.01	\$351.93	\$0.00	\$155.01	\$196.92	\$0.00	\$94,832.86
18.0	2024-08-12	\$94,832.86	\$159.84	\$351.93	\$0.00	\$159.84	\$192.09	\$0.00	\$94,640.77
19.0	2024-09-12	\$94,640.77	\$159.52	\$509.94	\$0.00	\$159.52	\$350.42	\$0.00	\$94,290.35
20.0	2024-10-12	\$94,290.35	\$153.80	\$509.94	\$0.00	\$153.80	\$356.14	\$0.00	\$93,934.21
21.0	2024-11-12	\$93,934.21	\$158.33	\$509.94	\$0.00	\$158.33	\$351.61	\$0.00	\$93,582.60
22.0	2024-12-12	\$93,582.60	\$152.65	\$509.94	\$0.00	\$152.65	\$357.29	\$0.00	\$93,225.31
23.0	2025-01-12	\$93,225.31	\$157.56	\$509.94	\$0.00	\$157.56	\$352.38	\$0.00	\$92,872.93
24.0	2025-02-12	\$92,872.93	\$156.97	\$509.94	\$0.00	\$156.97	\$352.97	\$0.00	\$92,519.96

Borrower: *DM*

Language Acknowledgement

English

I, Darin McWatters, acknowledge and agree that the terms as set forth in the Home Improvement Contract and Loan Agreement dated October 3, 2022 were negotiated in English. I further acknowledge that I understood these negotiated terms and agreed to said terms, and as proof of my understanding and agreement, affixed my signature to the Home Improvement Contract and Loan Agreement. I further acknowledge that I had the opportunity to consult an independent translator, if needed, and/or with independent legal counsel in connection with this acknowledgment

Spanish

Yo, Darin McWatters, reconozco y acepto que los términos establecidos en el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo con fecha de October 3, 2022 se negociaron en inglés. Además, reconozco que comprendí estos términos negociados y acepté dichos términos, y, como prueba de ello, firmé el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo. Además, reconozco que tuve la oportunidad de consultar a un traductor independiente, si lo consideré necesario, y/o a un asesor legal independiente en relación con este reconocimiento.

Korean

본인, Darin McWatters 은(는) October 3, 2022 일자의 주택 개량 공사 계약 및 대출 약정에 명시된 조건이 영어로 협상되었음을 인정하고 동의합니다. 또한 본인은 이러한 협상 조건을 이해하고 해당 조건에 동의했으며, 본인의 이해와 동의의 증거로 주택 개량 공사 계약 및 대출 약정에 서명을 기재했음을 인정합니다. 또한 본인은 이러한 인정과 관련하여 필요한 경우 독립적 번역가 및/또는 독립적 변호사와 상담할 기회가 있었음을 인정합니다.

Tagalog

Kinikilala at sinasang-ayunan ko, Darin McWatters, na ang mga tuntuning itinakda sa Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang na may petsang October 3, 2022 ay pinagkasunduan sa English. Kinikilala ko rin na nauunawaan ko ang mga napagkasunduang tuntuning ito at sinasang-ayunan ko ang mga nasabing tuntunin, at bilang katibayan ng aking pag-unawa at pagsang-ayon, nilagdaan ko ang Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang. Kinikilala ko rin na nagkaroon ako ng pagkakataong kumonsulta sa isang hiwalay na tagapagsalin, kung kailangan, at/o sa isang hiwalay na abogado hinggil sa pagkilalang ito

Vietnamese

Tôi, Darin McWatters, xác nhận và đồng ý rằng các điều khoản trong Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay ngày October 3, 2022 đã được thỏa thuận bằng tiếng Anh. Tôi cũng xác nhận rằng tôi đã hiểu rõ nội dung và đồng ý với các điều khoản đã được thỏa thuận nói trên, và nhất trí ký tên vào Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay để làm bằng chứng. Tôi cũng xác nhận rằng tôi đã có cơ hội tham vấn một biên dịch viên độc lập, nếu cần, và/hoặc một luật sư độc lập liên quan đến việc xác nhận này.

Chinese

我, Darin McWatters, 确认并同意日期为 October 3, 2022 的《家居装修合同和贷款协议》中规定的条款, 是以英语议定的。我进一步确认, 我理解这些拟定的条款并同意上述条款, 作为我对其的理解并同意其条款的证明, 我在《家居装修合同和贷款协议》中签名。我进一步确认, 我有机会就对此确认条文咨询独立翻译员 (如有必要) 和/或独立法律顾问

**SOLAR ENERGY SYSTEM LONG-TERM
LOAN AGREEMENT AND PROMISSORY NOTE
NONNEGOTIABLE CONSUMER NOTE**

Loan Number: 4322529

Date: October 3, 2022

Darin McWatters

2026 LEXINGTON DR, FULLERTON, CA 92835

Borrower: Name and Residence Address

Co-Borrower: Name and Residence Address

DEFINITIONS: As used in this Long-Term Loan Agreement and Promissory Note ("Note"), "you" and "your" mean Borrower (Buyer of the System) and any Co-Borrower (Co-Buyer of the System), and "we," "us" and "our" mean Technology Credit Union ("Lender"), 2010 North First Street, San Jose, CA 95131, and any subsequent holder of this Note. For purposes of the Note provisions under the captions "**GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS**" (except the first sentence) and "**ARBITRATION PROVISION**," "you" and "your" also include any trust or limited liability company (either, "Entity Owner") that owns the residence located at the Borrower address set forth above (the "Residence"). "Contractor" means SunPower Corp, Inc. "Loan" means the loan evidenced by this Note (this "Note"). You are purchasing one of the following: (1) a solar energy system, (2) a solar energy system including electricity storage equipment, or (3) electricity storage equipment (each of which are referred to as the "System"). "Installation" is complete and the System is "Installed" on the date the System is substantially completed. The System does not need to be connected to a power grid or operating to be considered Installed for purposes of this Note.

TRUTH IN LENDING ACT ("TILA") DISCLOSURES

ANNUAL PERCENTAGE RATE ("APR")	FINANCE CHARGE (e)	Amount Financed (e)	Total of Payments (e)
1.99%	\$21,436.56	\$97,750.97	\$119,187.53
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments

Payment Schedule (e): Monthly payments are due commencing approximately two months after installation of the System, as follows: 17 payments of \$351.93, followed by 221 payments of \$509.94 and a single payment of \$507.98.*

Late Fee: If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater.

Security Interest: You are giving us a security interest in the solar panels and inverters, electricity storage equipment (if any) and other readily detachable equipment included in or purchased in conjunction with the System, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Equipment") and in your contractual and other rights, if any, regarding renewable energy credits and similar benefits.

Prepayment: If you pay this Loan early, you will not have to pay a penalty.

Contract Reference: See the remainder of this Note for any additional information about nonpayment, default, our right to accelerate maturity of this Note and prepayment rebates and penalties.

"(e)" means an estimate

Borrower:

Darin McWatters

Date:

11/22/2022

* Both Payment Schedules assume no voluntary payments. If you make all required payments on time and in full and also pay \$29,325.29 on the scheduled date of your 17th payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed/Gross Amount Due to Contractor for Solar System.....\$97,750.97

CT RESIDENTS: THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

FL RESIDENTS: Florida documentary stamp tax in the amount required by law will be paid directly to the Department of Revenue. **The Florida documentary stamp tax will be paid only if the Residence is in Florida.**

BUYER'S RIGHT TO CANCEL

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

IA RESIDENTS: THIS IS A CONSUMER CREDIT TRANSACTION.

IA AND KS RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

TN RESIDENTS: Maximum principal indebtedness for Tennessee recording tax purposes is \$0.115 for each \$100 of loan amount, with the first \$2,000 of loan amount exempt from the recording tax. **The Tennessee recordation tax will be paid only if the Residence is in Tennessee.**

<p>BY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS NOTE, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS BELOW AND IN THE ATTACHED ARBITRATION PROVISION. YOU AGREE BOTH INDIVIDUALLY AND FOR PURPOSES OF THE NOTE PROVISIONS UNDER THE CAPTION "GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS" (EXCEPT THE FIRST SENTENCE) AND "ARBITRATION PROVISION," AS A PERSON AUTHORIZED TO SIGN THIS NOTE ON BEHALF OF ANY ENTITY OWNER. BY CONSIDERING YOUR APPLICATION FOR THE LOAN, WE AGREE TO THE TERMS OF THIS NOTE. YOU SPECIFICALLY AND SEPARATELY AGREE THAT WE MAY DIRECTLY OR REMOTELY DISABLE THE FUNCTIONING OF THE SYSTEM IF THERE IS A DEFAULT, AS DESCRIBED IN THE "ACCELERATION; DEFAULT REMEDIES" SECTION. YOU ACKNOWLEDGE THAT, BEFORE SIGNING THIS NOTE, YOU RECEIVED A LEGIBLE, SIGNED, DATED AND COMPLETELY FILLED-IN COPY OF THIS NOTE (INCLUDING THE ATTACHMENTS).</p>	<p>RI RESIDENTS: Notice to Buyer: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full, unpaid balance due under this agreement and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, that shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the attached notice of cancellation form for an explanation of buyer's rights.</p>	<p>WI RESIDENTS: NOTICE TO CUSTOMER (A) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON EACH PAGE, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.</p>
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Borrower:

Darin McWatters

Date:

11/22/2022

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

ADDITIONALLY, THE SELLER IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE 3-BUSINESS-DAY PERIOD IN WHICH YOU CAN CANCEL THE TRANSACTION.

THE ARBITRATION PROVISION ATTACHED AS EXHIBIT A WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND CONTRACTOR. FOR EXAMPLE, WE (OR CONTRACTOR) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ADDITIONAL TERMS AND CONDITIONS

ADVANCES TO FINANCE SYSTEM INSTALLATION; CONDITIONAL APPROVAL: You have entered into an agreement with Contractor (the "Contractor Agreement") for Contractor to sell you and install the System at your address as set forth on page 1 of this Note (the "Residence"), subject to your receipt of all necessary financing. We have granted you conditional approval for the necessary financing under this Note. Our final approval, and our funding of the Loan, are subject to our review and approval of the original document package assembled by Contractor, including the Contractor Agreement, your application for credit (the "Application"), this Note, and any evidence we require that you are an owner(s) of the Residence. Our final review and funding are also subject to Contractor's receipt from you and third parties of any and all other amounts to which it is entitled under the Contractor Agreement. "Installation" is complete on the date the System is attached to the Residence. The System does not need to be connected to a power grid or operating to be considered installed for purposes of this Note.

INTEREST; PROMISE TO PAY: When the System is Installed, you agree to pay the Amount Financed disbursed by us (equal to the amount owed by you to the Contractor and satisfied by the Loan) together with interest on the unpaid principal balance of the Amount Financed from time to time commencing on the Installation date and ending on the date of payment in full. Interest is charged at a Daily Rate of 0.0055% (which corresponds to an annual rate of 1.99%). The Amount Financed and your monthly payment amount are shown on the Payment Schedule included in the **TILA DISCLOSURES**. See the section of this Note captioned "**POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT.**" Payments will be due on the same day of each month, commencing approximately two months after the date of Installation of the System. On the date of your final required payment (the "Maturity Date"), any unpaid balance under this Note will be payable in full. The final required payment will likely vary somewhat from prior required payments (and the estimated amount in the **TILA DISCLOSURES**) due to, among other things, any payments not made on the scheduled payment date, the differing lengths of months, and monthly anniversaries of the initial payment date that fall on days that are not business days.

PREPAYMENTS; POSSIBLE CHANGE IN PAYMENT SCHEDULE: You may prepay the unpaid Amount Financed in whole or in part at any time. On the date of your 17th scheduled payment, we will change your subsequent payment schedule, if necessary, so that your remaining outstanding balance would be repaid in full over the remaining life of the Loan through substantially equal monthly payments, commencing on the scheduled date of your 18th payment. If you make all required payments on time and in full and also voluntarily pay \$29,325.29 on or before the scheduled date of your 17th payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments. Except as set forth above and unless we otherwise agree, a partial prepayment will not affect the amount or timing of subsequent monthly payments.

PAYMENT APPLICATION: Subject to applicable law, we will apply payments (including any voluntary payments) first to outstanding charges, then to accrued but unpaid interest, then to the unpaid balance of the Amount Financed. Because interest accrues on the unpaid principal balance of the Amount Financed on a daily basis, extended first payment periods and payment deferrals will increase the amount of interest you owe. One or more payments made after any extended first payment or deferral period may only pay accrued interest. Such payments may be insufficient to reduce the Amount Financed.

POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT: This Note may be executed prior to the time that Contractor has completed a full site audit of the Residence ("Site Audit"). The Site Audit may reveal that changes to the proposed System are necessary or desirable. These changes may increase or decrease the cost of the System. If the System cost is increased, you agree to enter into a new loan agreement and promissory note to reflect the increased loan amount, subject to credit approval. If the System cost is reduced, you agree to enter into a new loan agreement and promissory note to reflect the decreased loan amount. If you and we enter into a new loan agreement and promissory note (New Note), the New Note (and not this Note) will govern.

GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS: You represent that you and/or an Entity Owner over which you have signing authority are an owner(s) of the Residence. You hereby grant us a first priority purchase-money security interest in, and assign to us as collateral under this Note (the "Collateral"): (i) the Equipment, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Tangible Collateral"); (ii) all agreements previously or subsequently entered into by you and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, whether currently identified or identified any time in the future, attributable to the generation from the Equipment, and its avoided emission of pollutants provided to you, regarding renewable energy credits, tradable generation rights, pollution/emission credits or other associated benefits; the sale of credits, credit certificates or similar items for greenhouse gas reduction, the generation of green power or renewable energy; or similar matters (collectively, "Environmental Incentives"); and (iii) all proceeds and revenues resulting from the foregoing. You will sign and deliver to us (and cause any Entity Owner to sign and deliver to us) any document that is or may be required to perfect our security interest in the Collateral. Except for Delaware and Illinois residents and except

where prohibited by applicable law, you irrevocably appoint us as your attorney-in-fact to sign, file and/or record any such document on your behalf.

You and we agree that the Tangible Collateral is not difficult to remove from the Residence and that it is not intended to be a fixture or to become a permanent part of the Residence. You agree that you will not make the Tangible Collateral (or allow any Entity Owner to make the Tangible Collateral) a permanent part of the Residence unless and until you first pay all amounts outstanding under this Note. Accordingly, you agree that our security interest is a security interest in personal property and not a security interest in real property or in the Residence. However, you understand that we will make a fixture filing covering the Equipment. You further understand and agree that, at our election, we may enforce rights in the Tangible Collateral under the Uniform Commercial Code and/or under any applicable state real estate or mortgage law.

You agree to maintain the System in good operating condition and will not remove the System from the Residence without our prior written approval. In order to protect our interest in the Tangible Collateral, you agree that we shall have the right, but not the obligation, to monitor performance of the System, both directly and remotely, and to undertake servicing and maintenance of the System, directly or through third parties, including Contractor. You will allow us to remotely monitor System performance and we will have the right to use any monitoring information we obtain and to disclose such information to affiliated or unaffiliated third parties for any purpose, provided that we will not disclose any personally identifiable monitoring information to any unaffiliated third party for any purpose other than to facilitate maintenance or repair of the System or to enforce our rights under this Note. Upon any event of default and after we give you any notice and right to cure required by applicable law, and/or to the extent necessary to perform any maintenance we elect to perform, you grant us (and will cause any Entity Owner to grant us) and our agents, employees and contractors a non-exclusive right to access the Residence, as necessary or convenient to enforce our rights under this Note, including to access, disable and/or remove the System or make any necessary modifications to the System. We will provide you with reasonable notice of our need to access the Residence prior to doing so, which notice may be by an email or recorded telephone message. You will ensure that our access rights are preserved and will not interfere with or allow any third party to interfere with such rights or access. So long as any amounts remain unpaid under this Note, you agree to: (1) ensure that any modifications, attachments, improvements, revisions and/or additions to the System are made solely by qualified and properly licensed contractors; (2) execute and deliver any interconnection agreement required by your local electrical distribution system; (3) promptly notify us upon discovery of damage, malfunction or theft of the System; and (4) use the System primarily for personal, family or household purposes.

MONITORING AND MAINTENANCE: You understand that you are solely responsible for proper maintenance and operation of the System. However, in our absolute discretion, we may elect voluntarily to provide you, directly or through contractors of our choice, including Contractor, System monitoring and maintenance services, a help line to address System performance issues and/or referrals to qualified maintenance and repair companies or personnel. Notwithstanding any language in this Note, any other document provided to you or any statement made to you, excepting only any separate warranty we give you, we have no obligation to provide (or continue to provide) such services to you.

FEES: If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater. If any payment you make is returned unpaid for insufficient funds, you will be charged a returned payment fee of \$20.

COMPLETION CERTIFICATE: Upon our request, once the System is installed you agree to sign and deliver to us a Completion Certificate certifying to such installation.

EVENTS OF DEFAULT: Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within ten (10) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) any representation or warranty made by you in this Note or any statement made by you in the Application proves to have been false or misleading in any material respect when made; (4) you fail to advise us of any material adverse development in your creditworthiness from the time of the Application to the date of this Note; (5) you violate any law or utility system requirement in connection with the System, including operation of the System prior to receipt of permission from your utilities provider to operate the System and connect it to the utility's electrical grid; (6) you take any action or fail to take any action resulting in a termination of any manufacturer or Contractor warranties in connection with the System; (7) you attempt to assign or transfer this Note, or you sell or vacate the Residence, (8) any party, including a lender that has made or subsequently makes any loan secured by the Residence, asserts that it has rights in the Collateral that are superior to our rights in the Collateral; (9) your estate fails to acknowledge its obligations under this Note upon our request after your death, in a written document acceptable to us in our reasonable discretion; (10) you make an assignment or any general arrangement for the benefit of creditors; have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (11) you otherwise become bankrupt or insolvent (however evidenced) or are unable to pay your debts as they fall due; (12) any mortgage on the Residence is foreclosed; or (13) more than fifty percent of the System is destroyed or stolen. If required by applicable law, we will only consider you

in default for other than non-payment if our prospect of payment, performance or ability to realize upon the Collateral is significantly impaired.

ACCELERATION; DEFAULT REMEDIES: Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note (including any notice, cure and/or redemption rights provided by applicable law), and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, upon any default, we may: (1) declare immediately due and payable the entire unpaid balance of the Amount Financed, plus accrued and unpaid interest and any other amounts lawfully due hereunder (or choose not to "accelerate" this Note in such manner); (2) remotely disable the functioning of the System, whether or not we then attempt to remove the Equipment; (3) enter upon the Residence and disable and/or remove the Equipment (or leave the System in place); (4) sell or otherwise dispose of any Collateral, including the Tangible Collateral and/or any Environmental Incentives (or defer disposing of the Collateral); (5) assume your rights under any Environmental Incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you; (6) initiate a collection action against you; (7) recover our costs of repossession, storage and collection; and (8) exercise any other rights provided by this Note or applicable law. If the Residence is in Connecticut, before remotely disabling the functioning of the System, we will give you at least 15 days' advance written notice of our intent to do so. The notice will describe the default we believe entitles us to remotely disable the functioning of the System and will include the name, title, address and telephone number of a person with whom you may communicate about our security interest. Except as prohibited by applicable law, interest will continue to accrue after maturity or acceleration of this Note (and after any judgment) at the Daily Rate shown above in the "INTEREST; PROMISE TO PAY" section of this Note. Any waiver of our rights must be in writing, and any waiver of any default will not constitute a waiver of any subsequent or continuing default.

ATTORNEYS' FEES: Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, in the event we obtain a judgment against you after an event of default involving a payment delinquency of at least ten days, you agree to pay our reasonable attorney's fees that are paid to an attorney who is not our employee and that are incurred in the collection of this Note.

ASSIGNMENT; TRANSFER; HOME SALE: If you sell (or any Entity Owner sells) the Residence, it is the Lender's expectation that either you or the purchaser of the Residence (the "Purchaser") pay off the Loan at the time of the sale. At the sole discretion of the Lender, the Lender may authorize a transfer of this Note to the Purchaser if (and only if) the Purchaser meets the credit and other transfer criteria and signs an instrument, in a form the Lender provides, agreeing to be bound by the terms of this Note as obligor hereunder. The Lender may modify credit and transfer criteria from time to time without notice to you in Lender's sole discretion. You may not transfer this Note to any person other than a Purchaser of the Residence, and may only do so subject to Lender's approval.

SUCCESSORS AND ASSIGNS: This Note will be binding upon and inure to the benefit of Lender, all future holders of this Note, Borrower, and their respective successors and permitted assigns. Except as set forth herein, Borrower may not assign or transfer any of its rights or obligations under this Note, or any interest herein or therein, without the prior written consent of Lender, which may be withheld or conditioned in Lender's sole discretion. Lender may sell, transfer or assign all or any portion of its rights under this Note to any one or more financial institutions, funds, trusts or other investment vehicles or entities, or an agent for such financial institutions, funds, trusts or other investment vehicles or entities, as well as participation interests in Lender's rights under this Note. Lender may assign this Note and any rights under this Note without notice to or approval by Borrower.

ENTIRE AGREEMENT: This Note constitutes the entire agreement of the parties relating to the Loan. This Note replaces any earlier contract of a similar nature. No oral modification is valid.

NOTICE AND CURE: Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the System, the Collateral or the work performed by Contractor (as more fully defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Complaining Party") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. Any Claim Notice to us shall be sent by certified mail, return receipt requested, to **Technology Credit Union at P.O. Box 1409 San Jose, CA 95109 (800-553-0880)** (such address, or any subsequent address we give you notice of, the "Notice Address"), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

CREDIT REPORTING: You authorize us to make inquiries concerning your credit history and standing. We may report information about your performance under this Note to credit bureaus (and other parties). **As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit. Late Payments, missed payments or other defaults on this Note may be reflected in your credit report.** If you believe that any information about this Note that we have

furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to us at the Notice Address, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

TRUTHFULNESS OF APPLICATION: You represent that every statement made in the Application is true, complete and correct and that you are at least 18 years of age.

TELEPHONE RECORDINGS: You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.

CONTACTING YOU; PHONE AND TEXT MESSAGES: To the extent permitted by applicable law, you authorize us and our affiliates, agents, assigns and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Note, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe under this Note or any other matter. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at 855-326-9784. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

WAIVER OF RIGHT TO TRIAL BY JURY: SUBJECT TO APPLICABLE LAW AND ANY LIMITS SPECIFIED IN THE STATE NOTICES AND VARIATIONS SECTION OF THIS NOTE, YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CONTRACT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

PAYMENT OF DISPUTED BALANCE: If you wish to make payment in satisfaction of a disputed balance, you must send it to us at the Notice Address, Attn: Disputed Balance, together with a letter of explanation. We may deposit any such payment without such deposit constituting a satisfaction of the disputed balance.

BANKRUPTCY: You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Loan number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

TAX IMPLICATIONS: Installing a System may entitle you to a tax credit or other benefits. You should consult a tax advisor concerning available benefits and whether you qualify. This Loan and your requirement to make payments does not depend on the availability of any tax benefit or your receipt of any tax credit or deduction.

GOVERNING LAW: Lender is located in California. Lender makes all credit decisions, disburses loan proceeds, and services loans in California. Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, **this Note is governed by federal law, and in the absence of applicable federal law, the law of the state of California.** In the event of default and collection or repossession, and if the System is located outside of California, any action to collect what you owe will be governed by the law of the state of the Residence.

STATE NOTICES AND VARIATIONS: If the Residence is in:

Arizona: NOTICE TO BUYER 1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to a copy of this agreement at the time you sign it. 3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges. 4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. 5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

This instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.

Arkansas: The Amount Financed shown in the **TILA DISCLOSURES** is the principal charged for any goods, property, or services sold to the borrower.

California: You have the right to prohibit the use of information contained in your credit file in connection with transactions not initiated by you. You may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If Lender takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within sixty (60) days a free copy of your consumer credit report from the consumer reporting agency which furnished your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

(AVISO PARA LOS QUE RESIDEN EN CALIFORNIA): SI SU PRÉSTAMO FUÉ NEGOCIADO PRIMERAMENTE EN ESPAÑOL, ESTAMOS OBLIGADOS A PRESENTARLE UNA TRADUCCIÓN EN ESPAÑOL DE LAS DISPOSICIONES REQUERIDAS POR LA REGULACIÓN FEDERAL Z, 12C.F.R. APARTADO 1026.

Colorado: Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney for collection, or such additional fees as may be directed by a court.

Connecticut: THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney for collection (or 15% of the amount of any judgment we obtain if the cash price of the Equipment exceeds \$50,000).

Florida: Your obligation for attorneys' fees will not exceed 10% of the principal amount of the Loan.

Georgia: You agree to pay our reasonable attorney's fees in an amount up to 15% of the outstanding principal and interest owed pursuant to this Note.

Illinois: If we pledge this Note as security for an obligation we incur, the following applies: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

Iowa: THIS IS A CONSUMER CREDIT TRANSACTION.

You will not be required to pay attorneys' fees or collection costs. We will only consider you in default for other than non-payment if the prospect of payment, performance or our realization of the Collateral is materially impaired.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING AGREEMENTS TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND LENDER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND LENDER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BORROWER AND LENDER, EXCEPT AS THEY MAY LATER AGREE IN WRITING TO MODIFY IT.

Kansas: Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney, who is not our salaried employee, for collection. You will not be charged for collection agency fees.

We bear the burden of establishing significant impairment of the prospect of payment, performance, or realization of the Collateral in connection with non-payment defaults.

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

New York, Rhode Island and Vermont: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this Loan. If you request, (1) you will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, you will be informed of the names and addresses of the credit bureaus that furnished the reports. If Lender agrees to make this Loan to you, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which you applied, reviewing your Loan, taking collection action on the Loan, or legitimate purposes associated with the Loan.

Maine: You agree to pay our costs incurred in realizing on our security interest in the Collateral. You agree to pay attorneys' fees paid to an attorney that is not our salaried employee up to 15% of the unpaid debt, but not any other collection costs. If the rate disclosed above is greater than 12.25%, we do not have the right to be paid back by you for reasonable attorney's fees or collection costs.

Maryland: (1) We elect that the applicable state law is Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article. (2) We may repossess the Equipment with or without resort to legal process.

Massachusetts: Massachusetts law prohibits discrimination based upon sex, gender identity, marital status, age, or sexual orientation.

You will only be in default if you fail to make any payment under this Note in full within ten (10) days after the payment due date or we reasonably believe the value of the Collateral has been impaired.

If this Note is secured by a non-possessory interest in consumer goods, the Events of Default Section of this Note is enforceable only to the extent that the default is material and consists of a failure to make one (1) or more payments as required by the Note or the occurrence of an event that substantially impairs the value of the collateral.

Mississippi: We will apply payments first to accrued but unpaid interest, then to the unpaid balance of the Amount Financed, then to outstanding charges.

Missouri: We will only consider you in default for other than non-payment if our prospect of payment, performance or ability to realize upon the Collateral is significantly impaired.

Your obligation to pay attorney's fees pursuant to this Note will not exceed 15% of the amount due and payable under this Note, together with court costs assessed, if it is necessary to bring suit and this Note is referred for collection to be handled by an attorney who is not our salaried employee.

You agree that we may file this Note with any clerk of the applicable circuit court to evidence that you have agreed to waive your right to a jury trial provided by Missouri law.

Oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment or debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New Hampshire: If Lender refers this Note to an attorney for collection, you agree to pay Lender's reasonable attorneys' fees. However, if you prevail in (1) any action, suit, or proceeding Lender brings, or (2) an action brought by you in connection with this Note, reasonable attorneys' fees shall be paid to you. If you successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by Lender, the court may withhold from Lender the entire amount or such portion of the attorneys' fees as the court considers equitable.

New Jersey: This Note is fully enforceable to residents of New Jersey and no provisions are void, unenforceable or inapplicable to residents except as follows: (1) provisions in the Note specifically applicable to residents in state other than New Jersey do not apply to New Jersey residents; and (2) if you reside in New Jersey, any collection fees imposed upon default are limited to 20% of the principal balance and interest outstanding.

North Carolina: You agree to pay our reasonable attorney's fees up to 15% of the principal and interest owing at the time suit is instituted to enforce our security interest in the Collateral and/or to collect the amount owing on this Note.

Ohio: (1) You will not be required to pay attorneys' fees. (2) The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Oklahoma: You agree to pay our reasonable attorney's fees, not in excess of fifteen percent (15%) of the unpaid debt, after default and referral to an attorney not a salaried employee of ours.

South Carolina: Your obligation for attorneys' fees will not exceed 15% of the outstanding principal and interest under this Note.

Texas: If you are in default, we may require you to repay the entire unpaid principal balance, and any accrued interest at once. We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Borrower: Darin McWatters

Lender: Technology Credit Union

Utah: This Note is the final expression of the agreement between you and Lender and it may not be contradicted by evidence of an alleged oral agreement. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

You will pay any collection cost we incur, including reasonable attorney fees and court costs, as the law allows. If we hire an attorney or a third-party collection agency to collect what you owe, you will also pay the lesser of: (a) the actual amount we are required to pay to the third-party collection agency or the attorney, regardless of whether that amount is a specific dollar amount or a percentage of the amount owed to us; or (b) 40% of the amount owed to us.

VERMONT RESIDENTS - NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

Lender is engaged in loan production. EACH BORROWER SHOULD RETAIN A COPY FOR HIS/HER RECORDS.

West Virginia. You will not be required to pay attorneys' fees or collection costs as a result of a default under this Note.

Wisconsin (if the Amount Financed in the TILA DISCLOSURES is \$25,000 or less): You will only be in default if: (1) you have outstanding an amount exceeding one full payment due under this Note that remains unpaid for more than 10 days after its due date; (2) you fail to pay the first payment or the last payment due under this Note within 40 days of its due date; or (3) you fail to perform or violate any term of this Note the breach of which materially impairs your ability to pay amounts due under the Note or materially impairs the condition, value or protection of or our right in the Collateral. You are not subject to self-help repossession provisions or the repossession, storage, and collection costs provisions in the "Acceleration; Default Remedies" section.

Wisconsin (all Loans): You will not be required to pay attorney's fees. If you are a married Wisconsin resident: (1) your signature confirms that the obligation evidenced by this Note is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes, or court decree under § 766.70 adversely affects our interest unless prior to the time that this Note is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision.

MARRIED WISCONSIN RESIDENTS MUST FURNISH THEIR NAME AND THEIR SPOUSE'S NAME AND ADDRESS TO: Technology Credit Union, 2010 North First Street, San Jose, Ca 95131

MISCELLANEOUS: Any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the offending provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above

such limit already collected will be credited or refunded to you. If more than one person signs this Note as Borrower or Co-Borrower, your rights and obligations shall be joint and several, and each of you shall be personally liable for all amounts due under this Note. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to the terms of this Note. This Note may be executed electronically or manually. If executed manually, this Note may be executed in counterparts, which will together constitute a single agreement. Any copy of this Note (including a copy printed from an image of this Note that has been stored electronically) may be introduced into evidence in any legal proceeding.

IMPACT OF SECURITY INTEREST ON POTENTIAL HOME MORTGAGE: We believe that our security interest in the Equipment should take priority over any mortgage on the Residence, whether such mortgage is granted before or after the date of this Note. It is possible that a lender considering making a loan secured by the Residence, including but not limited to a mortgage refinancing a mortgage now in existence, will deem the Equipment to be part of the Residence and will object to our interest in the Equipment taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our interest in the Equipment is limited to the Equipment and does not extend to any part of the Residence. **However, it is possible that a lender will insist upon repayment of this Note in full before such lender makes a new mortgage loan secured by the Residence.**

INSURANCE: You covenant and agree that effective as of the Installation date of the system and at all times until the Loan Amount is paid in full, you will maintain insurance of a type and in an amount sufficient to cover the replacement cost of your Residence and the System. You may obtain property insurance from anyone you choose. This insurance coverage may be provided by any insurer of your choice who is authorized by law to provide such coverage.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

EXHIBIT A

CLAIM NOTICE REQUIREMENTS and ARBITRATION PROVISION

CLAIM NOTICE REQUIREMENTS

Before you or we assert a claim in any legal proceeding, including any arbitration as described below, the complaining party must give the defending party:

- i. a claim notice providing at least 30 days' written notice of the claim and explaining in reasonable detail the nature of the claim and any supporting facts (a "Claim Notice"); and
- ii. a reasonable good faith opportunity to resolve the claim on an individual basis without the necessity of a proceeding.

If you are the complaining party, you must send any Claim Notice to us at Technology Credit Union, 2010 North First Street, San Jose CA, 95131, Attn: Special Assets Group-Claim Notice. If we are the complaining party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter.

If you and we do not reach an agreement to resolve the claim within 30 days after the Claim Notice is received, the complaining party may start a proceeding, subject to the terms of the Arbitration Provision. Neither you or we may disclose in any proceeding the amount of any settlement demand made by the complaining party or any settlement offer made by the defending party until after the arbitrator or court determines the amount, if any, to which the complaining party is entitled. No settlement demand or settlement offer may be used in any proceeding as evidence or as an admission of any liability or damages.

All terms used in the section have the same meaning as the terms used in the Arbitration Provision below.

ARBITRATION PROVISION

This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign it.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO:

- **HAVE A COURT OR A JURY DECIDE THE CLAIM;**
- **OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT;**
- **PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT;**
- **ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR**
- **JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON.**

THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us, our employees, agents, successors or assigns, which arises out of or relates in any manner to your credit application or this Note, at your or our election (or the election of any holder of this Note), be resolved by neutral, binding arbitration and not by a court action. **Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."**

You may choose the American Arbitration Association ("AAA") to arbitrate or another arbitration organization, subject to our approval. We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law. You may obtain a copy of the rules of the AAA by visiting its web site (www.adr.org).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside, or such other place convenient to you as required by the rules of the chosen arbitration organization or governing law.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award shall be in writing. The arbitrator's award will be final and binding, except for any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA").

We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. You and we will be responsible for fees and costs each incur for attorneys, experts and witnesses, unless otherwise required by the arbitrator. If the arbitrator finds that any claim or defense is frivolous or asserted for an improper purpose under the Federal Rule of Civil Procedure, then the arbitrator may award attorneys' and other fees related to such claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

This Arbitration Provision relates to a loan that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the FAA.

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

NOTICE OF CANCELLATION

October 3, 2022

(date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.

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

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 Corporation, Systems,

AT 8900 AMBERGLEN BOULEVARD, SUITE 325, AUSTIN, TX 78729, NOT LATER THAN

MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Borrower's Signature)

NOTICE OF CANCELLATION

October 3, 2022

(date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.

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

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AT 8900 AMBERGLEN BOULEVARD, SUITE 325, AUSTIN, TX 78729, NOT LATER THAN

MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Borrower's Signature)

NOTICE TO CO-SIGNER (Traducción en Inglés Se Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the other Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required By Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

SI USTED ES UN CO-PRESTATARIO QUE NO RESIDE EN LA RESIDENCIA, USTED RECONOCE QUE, ANTES DE FIRMAR LA NOTA, USTED RECIBIÓ ESTE AVISO.

Co-Borrower: _____

Date: October 3, 2022 _____

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the other Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

(Name of Borrower)

Technology Credit Union
(Name of Creditor)

October 3, 2022
(Date)

Solar Energy System Loan
(Kind of Debt)

119,187.53
(Total of Payments)

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

Co-Borrower: _____

Date: October 3, 2022

NOTICE TO CO-SIGNER (Traducción en Inglés Se Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

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Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

(Name of Borrower)

Technology Credit Union

(Name of Creditor)

October 3, 2022

(Date)

Solar Energy System Loan

(Kind of Debt)

119,187.53

(Total of Payments)

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

SI USTED ES UN CO-PRESTATARIO QUE NO RESIDE EN LA RESIDENCIA, USTED RECONOCE QUE, ANTES DE FIRMAR LA NOTA, USTED RECIBIÓ ESTE AVISO.

Co-Borrower:

Date:

October 3, 2022

ESIGN Disclosure Statement and Consent

As used in this ESIGN Disclosure Statement and Consent (the "Consent"), the words "SunPower," "we," "us" and "our" refer to SunPower Corporation and all of its affiliated companies or partners including SunPower Capital, LLC, and the words "you" and "your" refer to the person receiving this Consent.

Under the SunPower financing program, all disclosures and other documents provided by us are only provided in electronic form and not in paper form. Examples include this Consent, an application for financing, notices regarding action taken on an application, the contract itself, and all disclosures accompanying the contract. In addition, all non-oral communications from us are sent only by electronic mail or otherwise in electronic form and not in paper form. You do not have a right or option under the SunPower financing program to have documents or communications provided or made available in paper or other nonelectronic form, provided that, after you have consented to receive documents in electronic form, you may request a paper copy of an electronic form at no charge by contacting us at 1-800-SunPower. Of course, you are free to print a paper copy of any document or communication we provide or send to you, including this Consent. Also, all signatures will be provided by us or you electronically.

In order to apply for financing and, if approved, enter into a contract, you must consent to accept all documents and communications from SunPower only in electronic form and all signatures only in electronic form as described above. You may choose not to provide your consent pursuant to the electronic signature provision below, but if you do not consent you will not be permitted to apply for financing. Also, if you provide consent, you have a right to withdraw your consent, but if you withdraw consent before the contract has been signed your application for financing will be declined. To withdraw your consent, please contact us at sunpowerfinancing@sunpower.com.

In order to communicate with you electronically, you must provide us with your e-mail address and also notify us immediately of any change in your e-mail address. You can notify us of any change by contacting us at sunpowerfinancing@sunpower.com.

DM

By initialing here, you acknowledge receiving this Consent and you consent to accept all documents and communication only in electronic form and all signatures only in electronic form as described above.