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SUNPOWER®

SOLAR AND BATTERY STORAGE ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: $ 91,127.78.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: “complaint form”), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, and you are 65 years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

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SUNPOWER®

SunPower Financing Agreement

Ethelyn Duffy, 41648 RETSINA ST, PALMDALE, CA, 6613906244
SunPower Corporation

Lock in cleaner energy

$0	0.0%	$304	$0.179	25
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
System size	12.00 kW
Battery(ies)	1 x SunVault 19.5-1 ESS 1.3 Backup
Estimated year 1 production	20,323

Get more with SunPower



90% production guarantee (reimbursed biennially if we ever fall short).



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



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



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



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

SUNPOWER®

Date: November 28, 2023

Customer
Ethelyn Duffy
41648 RETSINA ST
PALMDALE, CA 93551
6613906244

Seller
SunPower Capital, LLC
Attn: SunPower Financing
8900 Amberglen Boulevard
Suite 325
Austin, Texas 78729
(800) 786-7693

Installer
SunPower Corporation
CA 890895 B C10
SunPower Corporation 1414 Harbour Way S, Richmond, CA 94804
(844) 877-8676

Your Energy	
Year 1 Production Estimate	20,323 kWh
PPA Term Production Estimate	428,321 kWh

Your Key Terms	
Monthly Payment After ACH Discount (Yr1)	$303.76
Estimated Price per kWh (Yr1)	$0.179
Annual Solar Bill Increase (Yr1)	0.0%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA.
- Provide 24/7 web-enabled monitoring at no additional cost to you as specified in the PPA.
- Provide you a warranty of your roof, against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "Seller," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel and battery storage system (the "System") to be installed at the address listed above (the "Property" or your "Home"). The System will be installed by the installer identified above. This is not a contract for construction.

This PPA is up to eighteen (18) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. By signing this PPA you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

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, (c) any other owners of the Property have acknowledged this PPA by execution hereof; and (d) to the best of your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the installation of the System or cause the Property to be unsuitable for the installation, including but not limited to dry rot, termites or mold.

The Fannie Mae B2-3-04 compliance information is attached as **Exhibit E**.

If the Property is located in the State of California, then certain provisions of the PPA will be different from the body of the PPA, as set forth in **Exhibit F**.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA 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 PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the date upon which your utility approves interconnection of the System.

We or the Installer will notify you by email when your System is ready to be turned on.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of $303.76 is due on the one-month anniversary of the PPA Term Start Date. If the PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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

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

(ii) Returned Check Fee: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iii) Late Fee: You will pay a late payment fee equal to the lesser of $10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(c) Taxes

You agree to pay any applicable sales, use, or excise taxes on the payments due under this PPA. If this PPA 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 PPA. We have no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

(d) Prepayment of Monthly Payments

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

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

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTIONS 7 (CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM) AND 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System Installation, Home and Property Maintenance

You agree to:

(i) cooperate with Installer for the purpose of the Installation and interconnection of the System to your local electricity grid, including providing reasonable assistance to the Installer in obtaining permits as needed (including documentation related to net metering), obtaining any consent of a third party required for the Installation (such as a homeowner's association), installing, using and maintaining electric lines, inverters and meters, and providing any authorizations necessary to interconnect the System to your electrical system and the grid;

(ii) if the installation is to a roof, acknowledge and accept that any roof penetrations necessary to complete the installation of the System may void any existing warranty of the roof manufacturer or roof installer;

(iii) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

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

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

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

(vii) 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);

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

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

(x) 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;

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

(xii) have anyone who has an ownership interest in your Home sign this PPA;

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

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

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

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

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

(xviii) 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, if necessary, the purchase of a SunPower cellular plan, at all times during the PPA Term;

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

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

(b) Installation, Insurance, Repair and Our Obligations:

We agree to:

(i) schedule the installation of the System at a mutually convenient date and time;

(ii) design and procure the System according to written plans you review;

(iii) notify you if the System design has to be materially changed so that you can review any such changes;

(iv) give you reasonable notice when Installer or its contractors need to access the System and/or your Property;

(v) keep your Property reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the installation process;

(vi) require the Installer to ensure the removal of Installer's or its contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around your Property prior to utility approval of the System;

(vii) guarantee that any roof penetrations made for the System shall be completely weather-tight for the period of twelve (12) years;

(viii) return your Property to a condition similar to its original condition at the completion of installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to paragraph (d) below);

(ix) require the Installer to carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of a contractor's insurance coverage;

(x) be solely responsible for damage caused to your Property, property of third parties, or bodily injury arising from the installation caused by Installer or its agents;

(xi) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (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 PPA and terminate this PPA; 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;

(xii) 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

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

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

(c) Services not included in the Installation

This PPA does not include an obligation by Us or Installer to:

(i) remove or dispose of any hazardous substances that currently exist on your Property;

(ii) improve the construction of the roof of your Property to support the System;

(iii) remove or replace existing rot, rust or insect-infested structures;

(iv) provide structural framing for any part of your Property;

(v) pay for or correct construction errors, omissions or deficiencies by you or your contractors;

(vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;

(vii) upgrade your existing electrical service;

(viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;

(ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;

(x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required);

(xi) paint electrical boxes or conduit at your Property; or

(xii) move items unassociated with the System around your Property.

If an obligation listed as an exclusion in this paragraph (c) (an “Excluded Service”) must be performed in order to properly complete the installation of the System, Installer will promptly notify you of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to you for Installer to perform such Excluded Services. You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer’s installation schedule.

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

(e) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(f) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(g) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS PPA 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 PPA 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 PPA.

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

Customer Initials: ED

6. BATTERIES

(a) Backup Capability

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

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 6(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or

other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

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

(d) Data

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

7. CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM

(a) Conditions to Our Obligations

Our obligations under this PPA are conditioned on the following items having been completed to Our reasonable satisfaction:

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

(iii) Your 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 PPA prior to the interconnection of the System without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond Our reasonable control.

(b) Material Changes

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

(ii) Both parties will have the right to terminate this PPA, without penalty or fee, if We determine after the engineering site audit of your Home that We have misestimated by more than ten percent (10%) 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 (provided that We have given you at least two weeks' notice 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 PPA following such 10% change, then any changes to the System will be documented in an amendment to this PPA. You authorize Us to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA We both sign.

(c) Post-Installation Changes

After the System has been installed, if We determine that the System will not produce the amount of energy estimated on Page 1 of this PPA, and We are unable to increase the System's production by increasing the System size or other commercially reasonable means, We may present to You a modification detailing reductions to both your Monthly

Payments and the Production Guarantee set forth in Table A of **Exhibit A**. Any such modification will be presented to You no later than one hundred and eighty (180) days after System interconnection. The modification will be deemed accepted by You and incorporated as an amendment to this PPA on the earlier of (a) the date you sign the modification, and (b) thirty (30) days after the modification has been sent to You. Under no circumstances will this Section 7(c) (POST-INSTALLATION CHANGES) permit: (x) a reduction of your Monthly Payments and/or Production Guarantee by more than ten percent (10%); or (y) an increase of your Monthly Payments and/or Production Guarantee in any amount.

By initialing below, you acknowledge and that We may modify your Monthly Payments and Production Guarantee as set forth above.

Customer Initials: ED

8. TRANSFER

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

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR

OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

10. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

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

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

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

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

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

12. SELLING YOUR HOME

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

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

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

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

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

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

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS PPA WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

13. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft, or destruction will excuse you from your obligations under this PPA, 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 PPA, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA, and cooperate with Us to have the System repaired at Our sole cost and expense.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS PPA 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.

(a) Damages Cap

Except for claims under Section 4(g) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

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

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

(ii) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;

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

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

(v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

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

16. REMEDIES IN CASE OF DEFAULT

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

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

(ii) suspend Our performance under this PPA;

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

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

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

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

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

17. EARLY TERMINATION LIABILITY

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

described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA 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 after the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

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

Only Disputes involving you and Us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. Neither of us, nor any other person, may pursue a Dispute as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT

TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

Customer Initials: ED

19. WAIVER

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, 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 PPA. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

20. NOTICES

All notices under this PPA shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA 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 "PPA Administrator"). If We notify you that We have engaged a PPA 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 PPA to the PPA 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 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 PPA contains the parties' entire agreement regarding the purchase of energy generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA 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 PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

23. CUSTOMER DATA

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

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

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

Customer Initials: ED

24. PUBLICITY

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

25. SURVIVAL

The provisions of this PPA 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 PPA.

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

27. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this PPA, 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 PPA contains an agreement to arbitrate. After signing this PPA, 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 PPA and the exhibits in their entirety and I acknowledge that I have received a complete copy of this PPA and the exhibits.

Customer's Name: Ethelyn Duffy

Ethelyn Duffy
Ethelyn Duffy
11/28/2023

Seller: SunPower Capital, LLC

Reymart Magsayo
Reymart Magsayo
11/28/2023

The Installer with respect to this PPA is:

SunPower Corporation
SunPower Corporation 1414 Harbour Way S, Richmond, CA 94804
CA 890895 B C10

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 and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

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

(ii) **Roof Warranty**

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

(iii) **Repair Promise**

During the entire PPA 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 SunPower 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 PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you purchase the electricity from the System from SunPower, 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 PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

(c) Production Guarantee and Warranties

Production Guarantee

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

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
Year 2	36,481	$0.18
Year 4	72,561	$0.18
Year 6	108,246	$0.18
Year 8	143,539	$0.19
Year 10	178,445	$0.19
Year 12	212,968	$0.19
Year 14	247,113	$0.19
Year 16	280,883	$0.20
Year 18	314,282	$0.20
Year 20	347,315	$0.20
Year 22	379,986	$0.20
Year 24	412,298	$0.20
Year 25	428,321	$0.20

(i) If, at the end of each successive twenty-four (24) month anniversary of your PPA Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the PPA 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 twenty-four (24) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

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

(ii) If, at the end of each successive twenty-four (24) month anniversary of your PPA Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your PPA Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Period: (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 Period, and at least once within thirty (30) days after the end of the Guarantee Period.

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the PPA Term Start Date, as described below ("Initial Communication Date"), to the next 24-month 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 12 and 36 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the PPA Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the PPA Term. The Guarantee Period will be 12 months for the last year of the PPA Term (year 25).

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

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

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

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

to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial 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 PPA Term by any person to whom you properly transfer the PPA.

(e) Exclusions and Disclaimer

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

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

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

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

(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;

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

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

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

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower'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 an 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 PPA, 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, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

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

(b) If you want to return the System to SunPower under Section 11 of the PPA, then SunPower 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 SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower 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) SunPower 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, SunPower or Operator will arrange to make repairs); and

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or

safety, 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 PPA 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 caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SUNPOWER, 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, SunPower 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 PPA and (b) the original cost of the System; and

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

7. NOTICES

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

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or SunPower's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or SunPower'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 purchases the electricity from the System under the PPA. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	$303.76	$51,374
Year 2: 12 Monthly PPA Payments	$303.76	$50,298
Year 3: 12 Monthly PPA Payments	$303.76	$49,167
Year 4: 12 Monthly PPA Payments	$303.76	$47,981
Year 5: 12 Monthly PPA Payments	$303.76	$46,735
Year 6: 12 Monthly PPA Payments	$303.76	$45,426
Year 7: 12 Monthly PPA Payments	$303.76	$44,052
Year 8: 12 Monthly PPA Payments	$303.76	$42,610
Year 9: 12 Monthly PPA Payments	$303.76	$41,095
Year 10: 12 Monthly PPA Payments	$303.76	$39,505
Year 11: 12 Monthly PPA Payments	$303.76	$37,835
Year 12: 12 Monthly PPA Payments	$303.76	$36,082
Year 13: 12 Monthly PPA Payments	$303.76	$34,241
Year 14: 12 Monthly PPA Payments	$303.76	$32,308
Year 15: 12 Monthly PPA Payments	$303.76	$30,278
Year 16: 12 Monthly PPA Payments	$303.76	$28,147
Year 17: 12 Monthly PPA Payments	$303.76	$25,909
Year 18: 12 Monthly PPA Payments	$303.76	$23,559
Year 19: 12 Monthly PPA Payments	$303.76	$21,092
Year 20: 12 Monthly PPA Payments	$303.76	$18,501
Year 21: 12 Monthly PPA Payments	$303.76	$15,781
Year 22: 12 Monthly PPA Payments	$303.76	$12,925
Year 23: 12 Monthly PPA Payments	$303.76	$9,927
Year 24: 12 Monthly PPA Payments	$303.76	$6,778
Year 25: 12 Monthly PPA Payments	$303.76	$3,472

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

EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

11/28/2023

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your Notice of Cancellation, 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 twenty (20) days after the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to

SunPower Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

12/5/2023

I HEREBY CANCEL THIS TRANSACTION.

_____***[Date]*****.**

Customer's Signature:

Please print name: _____

EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

11/28/2023

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your Notice of Cancellation, 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 twenty (20) days after the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to

SunPower Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

12/5/2023

I HEREBY CANCEL THIS TRANSACTION.
_____*[Date]*.

Customer's Signature:
Please print name: _____

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, Ethelyn Duffy and ("Customer"), intend to enter into a power purchase agreement ("PPA") with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this PPA 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: CHASE BANK

Account Type: Checking

Routing No.: 322271627

Account No: *********

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

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

I hereby acknowledge that SunPower may process debit and credit entries for PPA monthly payments or any other sum due and payable to SunPower or Customer pursuant to the referenced PPA between SunPower and me. I will receive advance notice of any debit that varies from the invoiced PPA monthly payment amount. I also acknowledge that SunPower may assign the PPA 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 PPA 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 PPA or your obligation to make the required PPA payments.

Customer: Ethelyn Duffy

Name: Ethelyn Duffy
Date: 11/28/2023

EXHIBIT E (Fannie Mae B2-3-04)

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

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").
In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

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

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

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your PPA term, the Actual Biennial kWh generated by the System is less than the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the PPA.
SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

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

If SunPower removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.
SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.
Furthermore, SunPower will not impede any sale of the Real Property.

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

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.
Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge.

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

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

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

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

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

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

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

EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

THE CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869 REQUIRES THAT WE PROVIDE CALIFORNIA RESIDENTS WITH THE FOLLOWING DISCLOSURES. THE ANSWERS TO THE FOLLOWING QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE PPA AND ONLY SUMMARIZE CERTAIN TERMS OF THE PPA. PLEASE READ THE TERMS OF THE PPA CAREFULLY, AS THE TERMS OF THE PPA, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH SUNPOWER. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE PPA, THE TERMS OF THE PPA ARE CONTROLLING.

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that 428,321 kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be $0.192 per kilowatt hour.

3. ***Who maintains and operates the System?*** As the Customer of the System, you are primarily obligated to notify SunPower if the System isn't working properly. SunPower, as owner of the System, will be responsible for any necessary maintenance and operation of the System. SunPower will ensure that the System is protected against damage, theft, destruction, confiscation, requisition, inoperability or incapacity unless you damage or destroy the System intentionally or through your gross negligence, in which case you will be responsible.

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 18 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;

(7) see reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

(8) Subject to our agreement to arbitrate disputes under Section 18 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

5. ***What happens at the end of the PPA?*** At the end of the PPA, if you are not in default, you will have two options:

(a) You may extend the PPA term. The rental rate for any extended term will be provided to you in writing by SunPower. If you wish to exercise this option, you have to notify SunPower at least 60 days but not more than 180 days before the original PPA term expires. If you extend the PPA term, the System will remain in place until the extended PPA term has expired; or

(b) Upon notice to SunPower, you may request that SunPower remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.