

# CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

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This guide provides important information to homeowners thinking of going solar.



**PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.**

**DON'T SIGN A CONTRACT UNTIL YOU READ THIS DOCUMENT!**



This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E).

PG&E, SCE, and SDG&E customers must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systems in new home construction or multi-family buildings.)*

## Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文, 한국어, Tiếng Việt, and Tagalog versions available at 866-849-8390.





**You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.**

Initial here if you understand this page

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# Watch Out for False Claims


Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

 False Claim	 The Truth
<p><b>You can get free solar energy at no cost to you.</b></p>	<p><b>Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time.</b></p> <p>There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.</p>
<p><b>You will never pay an electricity bill ever again after a solar system is installed.</b></p>	<p><b>After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example.</b></p> <p>Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider.</p> <p>If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.</p>
<p><b>Time is running out and you must quickly sign an electronic tablet to get solar.</b></p>	<p><b>An honest salesperson would never rush you to sign anything without giving you time to review what you are signing.</b></p> <p>California law requires that a salesperson show you the contract terms before you sign.</p>



If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers).

To file a complaint against a financing company, visit [www.dfpi.ca.gov/file-a-complaint](http://www.dfpi.ca.gov/file-a-complaint).

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## Know Your Rights

### You have the right...

#### **to read this entire 24-page guide before signing a contract.**

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a PG&E, SCE, or SDG&E customer, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the Contractors State License Board (CSLB) at 800-321-CSLB (2751) or [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers).

#### **to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.**

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

#### **to a Solar Disclosure Document from your solar provider.**

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at [www.cslb.ca.gov/consumers/solar\\_smart](http://www.cslb.ca.gov/consumers/solar_smart).

#### **to a 3-day cancellation period after signing a contract.**

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2751) or [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers).

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# Ask Solar Providers These Initial Questions

## Before You Sign A Contract

### What is your Contractors State License Board (CSLB) license or registration number?

Ask for the solar provider’s CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers) or calling 800-321-CSLB (2752).

- CSLB License Number is: 890895
- (If applicable) HIS Registration Number is: 117461 SP

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

### What is the total cost of the solar energy system?

If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?


### If I sell my home, what are my options and what do I need to do?

Ask your solar provider, lender, or PACE program administrator to show you where in the contract it describes what happens when you sell your home.



## OK, I read these 4 pages. Now what?

- For other important questions to ask a solar provider *before* you sign a contract, go to page 10 of this guide.
- If you already understand the information listed in the table of contents and are getting ready to sign a contract, you can skip to the “Before You Sign” checklist, on page 22 of this guide.
- For a step-by-step guide for how to go solar, proceed to the next page. This is recommended, even if you’ve already started the solar process!

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# STEP 1:

## Is Solar a Good Fit for Me?

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



**Before you consider getting solar at your home, ask yourself:**

### **Have I made my home energy efficient first?**

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit [www.energyupgradeca.org/home-energy-efficiency](http://www.energyupgradeca.org/home-energy-efficiency) and/or contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

### **Do I qualify for low-income solar programs?**

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

### **Is my roof suitable for rooftop solar?**

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction does the roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

# Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programs to the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: [www.cpuc.ca.gov/solarindacs](http://www.cpuc.ca.gov/solarindacs).



If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

## SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families. If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA- eligible single-family homeowners who live in a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

**See if you qualify by visiting [www.gridalternatives.org/qualify](http://www.gridalternatives.org/qualify) or by calling GRID Alternatives at 866-921-4696.**

## DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receive a 20 percent discount on their electricity bills. In this program, you do not have to install solar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

**See [www.cpuc.ca.gov/solarindacs](http://www.cpuc.ca.gov/solarindacs) for more information on eligibility and how to sign up.**

## Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

**See [www.cpuc.ca.gov/solarindacs](http://www.cpuc.ca.gov/solarindacs) for more information on eligibility and how to sign up.**



**PACE financing is not a "free government program."** If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.



## STEP 2: Understand Roles and Solar Process



### **Solar Providers**

Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

### **Salespeople**

Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their “home improvement salesperson (HIS) registration” and check it at 800-321-CSLB (2752) or [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers).

### **Installers**

Installers are sent by solar providers to your home to check roof, ground and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

### **Manufacturers**

Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

### **Electricity Providers**

Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

### **Lenders**

Lenders provide you with financing if you have a solar loan.

### **PACE Program Administrators**

Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at [www.dfpi.ca.gov/pace-program-administrators](http://www.dfpi.ca.gov/pace-program-administrators).

### **PACE Solicitors and PACE Solicitor Agents**

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at [www.dfpi.ca.gov/pace-program-administrators](http://www.dfpi.ca.gov/pace-program-administrators).

### **City/County Inspectors**

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.

# Overview of a Typical Rooftop Solar Process

## Before You Sign a Contract

<b>You</b>	decide if rooftop solar is a good fit for you (see page 5)
<b>You</b>	get a home energy assessment to make your home more energy efficient (see page 5)
<b>You</b>	look at low-income solar programs to see if you qualify (see page 6)
<b>You</b>	research solar providers and compare at least 3 bids (see page 9)
<b>Solar Provider</b>	provides you with contract and Solar Energy System Disclosure Document (see page 9)
<b>You</b>	qualify for financing, if needed (see page 12)
<b>Lender/PACE Program Administrator</b>	writes up financing agreement (if needed)
<b>You</b>	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
<b>You</b>	go through checklist on page 22 of this Solar Consumer Protection Guide
<b>You</b>	sign this guide, the solar contract, and the financing agreement

## After You Sign A Contract

<b>Installer</b>	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
<b>Solar Provider</b>	finalizes system design and applies for building permit with city or county agency
<b>Installer</b>	installs the solar system (only after receiving city/county permit)
<b>City/County Inspector</b>	inspects system for building permit compliance when applicable
<b>Solar Provider</b>	submits application to electricity provider to interconnect solar system to grid
<b>Solar Provider</b>	submits city/county inspection approval to electricity provider
<b>You</b>	turn on system only after receiving written approval from electricity provider
<b>Electricity Provider</b>	sends you your first electricity bill with solar/net energy metering credits (see page 17)
<b>Lender/Solar Provider</b>	sends you first bill for solar system or solar energy*

\*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.



It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.





## STEP 3: Find a Qualified Solar Provider

For low-income solar programs, go to page 6.

### Find Solar Providers that Serve Your Neighborhood

Go to [www.cslb.ca.gov](http://www.cslb.ca.gov), a government website, and click on "Find My Licensed Contractor." Enter your city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to [www.californiadgstats.ca.gov](http://www.californiadgstats.ca.gov), a government-funded website, to enter your ZIP code and see a list of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

### Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal for solar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at [www.cslb.ca.gov/consumers](http://www.cslb.ca.gov/consumers) or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active and valid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Check out trusted customer review websites online. Since some websites may not be neutral, check a few different websites to make sure reviews are consistent.

It's a good sign if companies employ installers certified by the North American Board of Certified Energy Practitioners (NABCEP), a high standard in the industry.

### Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online, and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid may indicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don't hesitate to ask solar providers a lot of questions up front. A qualified company will be happy to answer all of them. A sample list of questions is on the next page.



# Questions to Ask a Solar Provider

## Before You Sign a Contract



### Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)?  
What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.



### Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?



### Warranties & Performance Of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
- If equipment such as the inverter fails after the warranty period, how much will it cost to replace?

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See "Getting Environmental Credit for Going Green" on page 18).



## Electricity Bill Savings Estimates (see page 17)



**Please beware of a solar provider who tells you solar is free—it is not. See page 2 for more information on false claims.**

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider's website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?



## Impacts On Future Sale Of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn't want the solar system or doesn't qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?



## Timeline (see page 8)

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?



For questions about financing, read the next section!

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## STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and “rents” it to you for a scheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sells you the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option’s pros and cons, and then a closer look at each.

### Pros

### Cons

#### Purchase with Cash or Loan

Typically greater return on investment.  
If you use a loan, little or no upfront costs.  
May increase value of home.  
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.  
Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.

#### PACE Financing

Little or no upfront costs.  
May have a longer repayment period than typical home improvement loan, which may be preferable.  
You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.

PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing.  
If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.  
You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10-20 year component lifecycles.

#### Lease and PPA

Little or no upfront costs.  
Solar provider is responsible for all monitoring, maintenance, and repairs.  
Minimum energy production often guaranteed.

Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars.  
Solar provider could go out of business during the contract period.



## A Closer Look at Purchase (with cash or loan)

You can purchase a solar system from a solar provider or manufacturer with a solar loan or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit card. A secured loan is often preferred because it typically has lower interest rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonable interest rate.

If you install and own a solar system by the end of 2020, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2021 and then 0 percent for systems installed after 2021. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home component.

### Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

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What is the total cost of the loan over the entire course of the contract?

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How much will I pay up front, how much over time, and for how long?

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What is my interest rate?

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What is my annual percentage rate (“APR”)?

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Whom do I contact if I have questions about my loan payments?

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Will a solar loan make it more difficult for me to sell or refinance my home? Will I need to buy out my loan? Whom do I contact?

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## A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACE program administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on your property tax bill. With PACE financing, you own the solar system. You should read and review the terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACE liens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessments are typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that you can set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage payment before you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

### Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number?

(Check the license at [www.dfpi.ca.gov/pace-program-administrators](http://www.dfpi.ca.gov/pace-program-administrators))

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you?

(Check their enrollment with the PACE program administrator at [www.dfpi.ca.gov/pace-program-administrators](http://www.dfpi.ca.gov/pace-program-administrators))

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?



## A Closer Look at Lease & PPA (Power Purchase Agreement)

With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

### Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase, and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

5

## STEP 5: Learn About Electricity Bill Savings

### Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.

If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.

Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.

Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



**Before you sign a contract, ask yourself:** if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?



**How Electricity Bill Savings Work**  
If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

## NEM and Your Electricity Bill

### Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

### Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note

that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

### Time-of-Use Rates

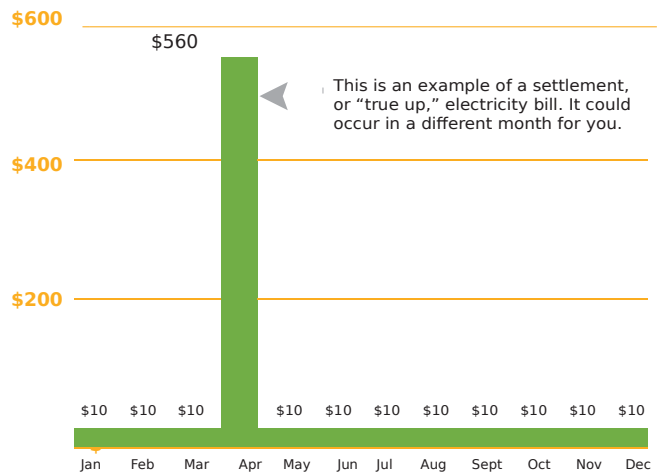
PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

## 12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity provider at

the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

## Example Of A Settlement, Or "True Up" Electricity Bill



Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option, and double-check with your electricity provider that the correct option was chosen.

Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, is subject to change. Go to [www.cpuc.ca.gov/electricrates](http://www.cpuc.ca.gov/electricrates) for more details on how electricity rates work.



If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.

## Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC), which represent the renewable energy that is generated. If you purchase a solar system, you own the rights to these RECs and can make the claim that you're producing clean energy and avoiding emissions of greenhouse gases by going solar. However, if you enter a lease or PPA, the contract may state that the solar provider or someone else owns the RECs. If you do not own the RECs, they can be sold without your knowledge to other customers who use them to make environmental claims or comply with clean energy requirements. And with PACE financing, a local jurisdiction may own the RECs. If owning the RECs is important to you, ask your solar provider who will own the RECs, and check the contract fine print.



## Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See [www.cpuc.ca.gov/sgip](http://www.cpuc.ca.gov/sgip) for more details on SGIP.



# STEP 6: Carefully Read All Paperwork

## The Solar Energy System Disclosure Document

This one-page document from the Contractors State License Board shows you the total costs for the proposed solar energy system. It also has information about your three- or five-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at [www.cslb.ca.gov/consumers/solar\\_smart](http://www.cslb.ca.gov/consumers/solar_smart).

## Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

## Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at [www.cslb.ca.gov/consumers/solar\\_smart](http://www.cslb.ca.gov/consumers/solar_smart).

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13 - 15 of this guide should be referenced in the financing agreement.



## STEP 7: Review Additional Resources


If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

### Electricity Provider Solar Programs

#### Pacific Gas and Electric (PG&E)


- PG&E solar customer service: 877-743-4112
- PG&E clean energy: [www.pge.com/en\\_US/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page](http://www.pge.com/en_US/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page)

#### Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- SCE solar power at home: [www.sce.com/residential/generating-your-own-power/solar-power](http://www.sce.com/residential/generating-your-own-power/solar-power) 


#### San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: [www.sdge.com/residential/solar/getting-started-with-solar](http://www.sdge.com/residential/solar/getting-started-with-solar)

 If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

### Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and [www.gridalternatives.org/qualify](http://www.gridalternatives.org/qualify)
- Community Solar Green Tariff program and DAC Green Tariff program: [www.cpuc.ca.gov/solarindacs](http://www.cpuc.ca.gov/solarindacs)

 If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

### Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: [www.cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx](http://www.cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx)
- CSLB solar smart: [www.cslb.ca.gov/consumers/solar\\_smart](http://www.cslb.ca.gov/consumers/solar_smart)
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: [www.cslb.ca.gov/consumers/solar\\_smart](http://www.cslb.ca.gov/consumers/solar_smart)



Links with this icon have a resource available in video format.



## Department of Financial Protection and Innovation (DFPI)

- PACE financing information: [www.dfpi.ca.gov/pace](http://www.dfpi.ca.gov/pace)
- Financial services: 213-576-7690; [pacehelp@dfpi.ca.gov](mailto:pacehelp@dfpi.ca.gov)
- PACE program administrator license check: [www.dfpi.ca.gov/pace-program-administrators-2](http://www.dfpi.ca.gov/pace-program-administrators-2)
- Filing a complaint against a PACE provider: [www.dfpi.ca.gov/file-a-complaint](http://www.dfpi.ca.gov/file-a-complaint)

## Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: [www.pge.com/en\\_US/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page](http://www.pge.com/en_US/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page)
- SCE understanding your bill: [www.sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill](http://www.sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill) ▶
- SDG&E understanding your NEM statement: [www.sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement](http://www.sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement)
- CPUC NEM overview: [www.cpuc.ca.gov/nem](http://www.cpuc.ca.gov/nem)

## Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: [www.cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas](http://www.cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas)
- CESA una guía práctica de financiación solar para dueños de casa (en Español): [www.cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa](http://www.cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa)
- CESA/George Washington University rooftop solar financing 101: [www.cesa.org/projects/sustainable-solar/videos](http://www.cesa.org/projects/sustainable-solar/videos) ▶

## Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: [www.seia.org/research-resources/residential-consumer-guide-solar-power](http://www.seia.org/research-resources/residential-consumer-guide-solar-power)
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: [www.irecusa.org/consumer-protection/consumer-checklist](http://www.irecusa.org/consumer-protection/consumer-checklist)
- CESA/George Washington University Choosing a Solar Installer: <https://cesa.org/projects/sustainable-solar/videos> ▶



## STEP 8: “Before You Sign” Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

- 
- Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.

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  - Consider making your home more energy efficient before getting solar. This could save you money. See page 5.

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  - Get at least 3 bids for solar at your home. See page 9.

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  - Ask the solar provider for 3 customer references and call or visit them. See page 9.

---

  - Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.

---

  - Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.

---

  - Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.

---

  - If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.

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  - Read the critical information about electricity bill savings estimates on page 16.

---

  - Carefully read all the documents that the solar provider is asking you to sign. These usually include:  
1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.

---

  - Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.
-



# STEP 9: Sign This Guide

January 2021



**Do not feel pressured to read the complete document while the salesperson waits.**

**Ask them to come back at a later date to allow you time to read it.**

## Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers\* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with your contract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.

## Customer

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I have not yet entered into a contract for solar with the solar provider signing on page 24.   |
| <input checked="" type="checkbox"/> | The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.  |
| <input checked="" type="checkbox"/> | The solar provider gave me the opportunity to read this guide in <u>Español</u> , <u>中文</u> , <u>한국어</u> , <u>Tiếng Việt</u> , or Tagalog if they spoke to me in one of those languages.   |
| <input checked="" type="checkbox"/> | I read and initialed the first 4 pages of California's Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.  |
| <input checked="" type="checkbox"/> | I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.   |
| <input checked="" type="checkbox"/> | If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature. |
| <input checked="" type="checkbox"/> | If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.   |
| <input checked="" type="checkbox"/> | If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.  |

Kristian Morales

4/23/2022

Customer Printed Name

Date

Customer Signature

*continued on page 24*

**STEP 9: Sign This Guide** *continued from page 23***Solar Provider**

- 
- x The customer initialed the first 4 pages of the guide.
- 
- x The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.
- 
- X The sales presentation to this customer was principally conducted in this language: English
- 

Crizzel Barota	4/25/2022
Company Representative Name/Title	Date
<i>Crizzel Barota</i>	1-800-SunPower
Company Representative Signature	Company Phone
SunPower Corporation	SunPowerFinancing@SunPower.com
Company Name	Company Email
890895	C-46 (Solar Contractor), C-10 (Electrical Contractor)
Company CSLB License Number	Company CSLB License Classification

\*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.



# SUNPOWER®

Hello Kristian Morales,

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

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

## What Happens Next:

- Once you sign the Solar Energy System Loan Agreement and Promissory Note ("Loan Agreement"), a copy will be available through DocuSign and emailed to you.
- Due to installation timelines, it may take up to 180 days before your loan is set up with Tech CU.
- Tech CU will not advance funds until after installation.

## Payment Information:

- The interest rate on your loan shown in the Amortization schedule, TILA, and Loan Agreement below is based on your selected payment method in the TCU ACH Opt In Form. A 0.25% discount is offered if you opt in for ACH. If you did not opt in for ACH in the Opt In Form prior to contract creation, you can still choose to pay via ACH later, however you will NOT be able to obtain the discounted APR. To change your payment method to ACH without the APR discount, contact SunPower at (800) 786-7693 before your system is fully installed.

	Loan Amount	Term (Months)	APR	Monthly Payment		
				First 17 Payments	Payment 18+ with Voluntary Payment*	Payment 18+ without Voluntary Payment**
<b>Non-ACH (Standard)</b>	\$38,927.21	240	1.24%	\$137.12	\$137.12	\$188.16
<b>ACH (Reduced)</b>	\$38,927.21	240	0.99%	\$133.66	\$133.66	\$183.57
*Monthly payment for payments 18 and beyond when a voluntary payment <b>IS</b> applied to your loan.						
** Monthly payment for payment 18 and beyond when a voluntary payment <b>IS NOT</b> applied to your loan.						
The last payment amount may differ from the remaining payment amounts.						

- Your first monthly payment is due approximately 60 days after the system is installed. You may be required to make payments before your system begins generating electricity. The first payment date on your Loan Agreement is an estimate only.
- When you make payments, Tech CU will apply these first to outstanding charges, then to accrued but unpaid interest, then to the unpaid total balance. Optional principal only payments may be applied as long as scheduled payments are current.
- You may prepay the unpaid balance in full or in part at any time without penalty.
- A partial prepayment will not affect the amount or timing of subsequent monthly payments. Prepayments will not advance the due date more than 60 days, you should continue to make a monthly loan payment.

- **No portion of this loan is interest free.** Interest accrues on the full unpaid balance of the total amount financed on a daily basis from the date your system is installed.
- Extended first payment periods and payment deferrals increase the amount of interest you will owe.
- One or more payments made after any extended first payment or deferral period may only pay some of the accrued interest. Such payments may be insufficient to reduce your Amount Financed.

**Important Reminders:**

- Your obligation to repay this loan is independent of system performance.
- Tech CU receives a security interest in the solar equipment related to this transaction.
- We may disable the system in the event of default.
- Please consult your tax advisor regarding your eligibility for the Federal Tax Credit. Your loan and your requirement to make payments is not contingent on the availability or your receipt of a tax credit or other benefit.
- To protect your solar system from an unforeseen disaster, you should reach out to your insurance provider and update your personal property coverage to include the solar system.

This information can also be found in your Loan Agreement, included within this package. If you have any questions or concerns, please call us at (800) 786-7693 or email us at [SunPowerFinancing@sunpowercorp.com](mailto:SunPowerFinancing@sunpowercorp.com).

Sample Amortization Schedule for 240 month Solar Loan with a 0.99% APR

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

- The tables below illustrate the schedule of payments for the first two years of a \$38,927.21 solar system where payment is deferred for the first 60 days after installation. The table on top shows the payment schedule if a prepayment is made **by the 17<sup>th</sup> scheduled payment**. In this case, the monthly payment **should** remain the same for the entire term of the loan. The 2<sup>nd</sup> table illustrates the payment schedule if **no** prepayment is made **by the 17<sup>th</sup> scheduled payment**. In this case, the monthly payment amount increases **with the 18<sup>th</sup> scheduled payment** and remains at this higher amount through the remaining term of the loan.
- **Please consult your tax advisor regarding the Federal Tax Credit Your loan and your requirement to make payments is not contingent on the availability or your receipt of a tax credit or other benefit.**

**Pre-Payment Amortization Table**

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2022-07-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,927.21
1.0	2022-08-22	\$38,927.21	\$32.73	\$0.00	\$0.00	\$0.00	\$0.00	\$32.73	\$38,927.21
2.0	2022-09-22	\$38,927.21	\$32.73	\$133.66	\$0.00	\$65.46	\$68.20	\$0.00	\$38,859.01
3.0	2022-10-22	\$38,859.01	\$31.62	\$133.66	\$0.00	\$31.62	\$102.04	\$0.00	\$38,756.97
4.0	2022-11-22	\$38,756.97	\$32.59	\$133.66	\$0.00	\$32.59	\$101.07	\$0.00	\$38,655.90
5.0	2022-12-22	\$38,655.90	\$31.45	\$133.66	\$0.00	\$31.45	\$102.21	\$0.00	\$38,553.70
6.0	2023-01-22	\$38,553.70	\$32.42	\$133.66	\$0.00	\$32.42	\$101.24	\$0.00	\$38,452.45
7.0	2023-02-22	\$38,452.45	\$32.33	\$133.66	\$0.00	\$32.33	\$101.33	\$0.00	\$38,351.12
8.0	2023-03-22	\$38,351.12	\$29.13	\$133.66	\$0.00	\$29.13	\$104.53	\$0.00	\$38,246.59
9.0	2023-04-22	\$38,246.59	\$32.16	\$133.66	\$0.00	\$32.16	\$101.50	\$0.00	\$38,145.09
10.0	2023-05-22	\$38,145.09	\$31.04	\$133.66	\$0.00	\$31.04	\$102.62	\$0.00	\$38,042.47
11.0	2023-06-22	\$38,042.47	\$31.99	\$133.66	\$0.00	\$31.99	\$101.67	\$0.00	\$37,940.79
12.0	2023-07-22	\$37,940.79	\$30.87	\$133.66	\$0.00	\$30.87	\$102.79	\$0.00	\$37,838.01
13.0	2023-08-22	\$37,838.01	\$31.82	\$133.66	\$0.00	\$31.82	\$101.84	\$0.00	\$37,736.16
14.0	2023-09-22	\$37,736.16	\$31.73	\$133.66	\$0.00	\$31.73	\$101.93	\$0.00	\$37,634.23
15.0	2023-10-22	\$37,634.23	\$30.62	\$133.66	\$0.00	\$30.62	\$103.04	\$0.00	\$37,531.19
16.0	2023-11-22	\$37,531.19	\$31.56	\$133.66	\$0.00	\$31.56	\$102.10	\$0.00	\$37,429.09
17.0	2023-12-22	\$37,429.09	\$30.46	\$133.66	\$0.00	\$30.46	\$103.20	\$0.00	\$37,325.89
18.0	2024-01-22	\$37,325.89	\$31.30	\$133.66	\$10,121.08	\$31.30	\$10,223.44	\$0.00	\$27,102.45
19.0	2024-02-22	\$27,102.45	\$22.73	\$133.66	\$0.00	\$22.73	\$110.93	\$0.00	\$26,991.52
20.0	2024-03-22	\$26,991.52	\$21.17	\$133.66	\$0.00	\$21.17	\$112.49	\$0.00	\$26,879.03
21.0	2024-04-22	\$26,879.03	\$22.54	\$133.66	\$0.00	\$22.54	\$111.12	\$0.00	\$26,767.91
22.0	2024-05-22	\$26,767.91	\$21.72	\$133.66	\$0.00	\$21.72	\$111.94	\$0.00	\$26,655.97
23.0	2024-06-22	\$26,655.97	\$22.35	\$133.66	\$0.00	\$22.35	\$111.31	\$0.00	\$26,544.66
24.0	2024-07-22	\$26,544.66	\$21.54	\$133.66	\$0.00	\$21.54	\$112.12	\$0.00	\$26,432.54

**Non Pre-Payment Amortization Table**

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2022-07-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,927.21
1.0	2022-08-22	\$38,927.21	\$32.73	\$0.00	\$0.00	\$0.00	\$0.00	\$32.73	\$38,927.21
2.0	2022-09-22	\$38,927.21	\$32.73	\$133.66	\$0.00	\$65.46	\$68.20	\$0.00	\$38,859.01
3.0	2022-10-22	\$38,859.01	\$31.62	\$133.66	\$0.00	\$31.62	\$102.04	\$0.00	\$38,756.97
4.0	2022-11-22	\$38,756.97	\$32.59	\$133.66	\$0.00	\$32.59	\$101.07	\$0.00	\$38,655.90
5.0	2022-12-22	\$38,655.90	\$31.45	\$133.66	\$0.00	\$31.45	\$102.21	\$0.00	\$38,553.70
6.0	2023-01-22	\$38,553.70	\$32.42	\$133.66	\$0.00	\$32.42	\$101.24	\$0.00	\$38,452.45
7.0	2023-02-22	\$38,452.45	\$32.33	\$133.66	\$0.00	\$32.33	\$101.33	\$0.00	\$38,351.12
8.0	2023-03-22	\$38,351.12	\$29.13	\$133.66	\$0.00	\$29.13	\$104.53	\$0.00	\$38,246.59
9.0	2023-04-22	\$38,246.59	\$32.16	\$133.66	\$0.00	\$32.16	\$101.50	\$0.00	\$38,145.09
10.0	2023-05-22	\$38,145.09	\$31.04	\$133.66	\$0.00	\$31.04	\$102.62	\$0.00	\$38,042.47
11.0	2023-06-22	\$38,042.47	\$31.99	\$133.66	\$0.00	\$31.99	\$101.67	\$0.00	\$37,940.79
12.0	2023-07-22	\$37,940.79	\$30.87	\$133.66	\$0.00	\$30.87	\$102.79	\$0.00	\$37,838.01
13.0	2023-08-22	\$37,838.01	\$31.82	\$133.66	\$0.00	\$31.82	\$101.84	\$0.00	\$37,736.16
14.0	2023-09-22	\$37,736.16	\$31.73	\$133.66	\$0.00	\$31.73	\$101.93	\$0.00	\$37,634.23
15.0	2023-10-22	\$37,634.23	\$30.62	\$133.66	\$0.00	\$30.62	\$103.04	\$0.00	\$37,531.19
16.0	2023-11-22	\$37,531.19	\$31.56	\$133.66	\$0.00	\$31.56	\$102.10	\$0.00	\$37,429.09
17.0	2023-12-22	\$37,429.09	\$30.46	\$133.66	\$0.00	\$30.46	\$103.20	\$0.00	\$37,325.89
18.0	2024-01-22	\$37,325.89	\$31.30	\$133.66	\$0.00	\$31.30	\$102.36	\$0.00	\$37,223.53
19.0	2024-02-22	\$37,223.53	\$31.21	\$183.57	\$0.00	\$31.21	\$152.36	\$0.00	\$37,071.17
20.0	2024-03-22	\$37,071.17	\$29.08	\$183.57	\$0.00	\$29.08	\$154.49	\$0.00	\$36,916.68
21.0	2024-04-22	\$36,916.68	\$30.96	\$183.57	\$0.00	\$30.96	\$152.61	\$0.00	\$36,764.06
22.0	2024-05-22	\$36,764.06	\$29.83	\$183.57	\$0.00	\$29.83	\$153.74	\$0.00	\$36,610.33
23.0	2024-06-22	\$36,610.33	\$30.70	\$183.57	\$0.00	\$30.70	\$152.87	\$0.00	\$36,457.46
24.0	2024-07-22	\$36,457.46	\$29.58	\$183.57	\$0.00	\$29.58	\$153.99	\$0.00	\$36,303.47

KM

## Language Acknowledgement

### English

I, Kristian Morales, acknowledge and agree that the terms as set forth in the Home Improvement Contract and Loan Agreement dated April 23, 2022 were negotiated in English. I further acknowledge that I understood these negotiated terms and agreed to said terms, and as proof of my understanding and agreement, affixed my signature to the Home Improvement Contract and Loan Agreement. I further acknowledge that I had the opportunity to consult an independent translator, if needed, and/or with independent legal counsel in connection with this acknowledgment

### Spanish

Yo, Kristian Morales, reconozco y acepto que los términos establecidos en el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo con fecha de April 23, 2022 se negociaron en inglés. Además, reconozco que comprendí estos términos negociados y acepté dichos términos, y, como prueba de ello, firmé el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo. Además, reconozco que tuve la oportunidad de consultar a un traductor independiente, si lo consideré necesario, y/o a un asesor legal independiente en relación con este reconocimiento.

### Korean

본인, Kristian Morales 은(는) April 23, 2022 일자의 주택 개량 공사 계약 및 대출 약정에 명시된 조건이 영어로 협상되었음을 인정하고 동의합니다. 또한 본인은 이러한 협상 조건을 이해하고 해당 조건에 동의했으며, 본인의 이해와 동의를 증거로 주택 개량 공사 계약 및 대출 약정에 서명을 기재했음을 인정합니다. 또한 본인은 이러한 인정과 관련하여 필요한 경우 독립적 번역가 및/또는 독립적 변호사와 상담할 기회가 있었음을 인정합니다.

### Tagalog

Kinikilala at sinasang-ayunan ko, Kristian Morales, na ang mga tuntuning itinakda sa Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang na may petsang April 23, 2022 ay pinagkasunduan sa English. Kinikilala ko rin na nauunawaan ko ang mga napagkasunduang tuntuning ito at sinasang-ayunan ko ang mga nasabing tuntunin, at bilang katibayan ng aking pag-unawa at pagsang-ayon, nilagdaan ko ang Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang. Kinikilala ko rin na nagkaroon ako ng pagkakataong kumonsulta sa isang hiwalay na tagapagsalin, kung kailangan, at/o sa isang hiwalay na abogado hinggil sa pagkilalang ito

### Vietnamese

Tôi, Kristian Morales, xác nhận và đồng ý rằng các điều khoản trong Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay ngày April 23, 2022 đã được thỏa thuận bằng tiếng Anh. Tôi cũng xác nhận rằng tôi đã hiểu rõ nội dung và đồng ý với các điều khoản đã được thỏa thuận nói trên, và nhất trí ký tên vào Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay để làm bằng chứng. Tôi cũng xác nhận rằng tôi đã có cơ hội tham vấn một biên dịch viên độc lập, nếu cần, và/hoặc một luật sư độc lập liên quan đến việc xác nhận này.

### Chinese

我, Kristian Morales, 确认并同意日期为 April 23, 2022 的《家居装修合同和贷款协议》中规定的条款, 是以英语议定的。我进一步确认, 我理解这些拟定的条款并同意上述条款, 作为我对其的理解并同意其条款的证明, 我在《家居装修合同和贷款协议》中签名。我进一步确认, 我有机会就对此确认条文咨询独立翻译员(如有必要)和/或独立法律顾问

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

Loan Number: 3781735

Date: April 23, 2022

Kristian Morales

4151 S BLACKSTONE PRIVADO, ONTARIO, CA 91762

Borrower: Name and Residence Address

Co-Borrower: Name and Residence Address

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

**TRUTH IN LENDING ACT ("TILA") DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE ("APR")</b>	<b>FINANCE CHARGE (e)</b>	<b>Amount Financed (e)</b>	<b>Total of Payments (e)</b>
<b>0.99%</b>	<b>\$4,095.72</b>	<b>\$38,927.21</b>	<b>\$43,022.93</b>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments

**Payment Schedule (e):** Monthly payments are due commencing approximately two months after installation of the System, as follows: 17 payments of \$133.66, followed by 221 payments of \$183.57 and a single payment of \$181.74.\*

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

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

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

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

"(e)" means an estimate

Borrower: 

\* Both Payment Schedules assume no voluntary payments. If you make all required payments on time and in full and also pay \$10121.08 on the scheduled date of your 17<sup>th</sup> payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments.

**ITEMIZATION OF AMOUNT FINANCED**

Amount Financed/Gross Amount Due to Contractor for Solar System.....\$38,927.21

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

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

**BUYER'S RIGHT TO CANCEL**

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

**IA RESIDENTS: THIS IS A CONSUMER CREDIT TRANSACTION.**

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

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

Borrower: 

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

Date:  
4/23/2022

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

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

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

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE**

Borrower: 

**PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**



## ADDITIONAL TERMS AND CONDITIONS

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

**INTEREST; PROMISE TO PAY:** When the System is Installed, you agree to pay the Amount Financed disbursed by us (equal to the amount owed by you to the Contractor and satisfied by the Loan) together with interest on the unpaid principal balance of the Amount Financed from time to time commencing on the Installation date and ending on the date of payment in full. Interest is charged at a Daily Rate of 0.0027% (which corresponds to an annual rate of 0.99%). The Amount Financed and your monthly payment amount are shown on the Payment Schedule included in the **TILA DISCLOSURES**. See the section of this Note captioned "**POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT**." Payments will be due on the same day of each month, commencing approximately two months after the date of Installation of the System. On the date of your final required payment (the "Maturity Date"), any unpaid balance under this Note will be payable in full. The final required payment will likely vary somewhat from prior required payments (and the estimated amount in the **TILA DISCLOSURES**) due to, among other things, any payments not made on the scheduled payment date, the differing lengths of months, and monthly anniversaries of the initial payment date that fall on days that are not business days.

**PREPAYMENTS; POSSIBLE CHANGE IN PAYMENT SCHEDULE:** You may prepay the unpaid Amount Financed in whole or in part at any time. On the date of your 17<sup>th</sup> scheduled payment, we will change your subsequent payment schedule, if necessary, so that your remaining outstanding balance would be repaid in full over the remaining life of the Loan through substantially equal monthly payments, commencing on the scheduled date of your 18<sup>th</sup> payment. If you make all required payments on time and in full and also voluntarily pay \$10121.08 on or before the scheduled date of your 17<sup>th</sup> payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments. Except as set forth above and unless we otherwise agree, a partial prepayment will not affect the amount or timing of subsequent monthly payments.

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

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

**GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS:** You represent that you and/or an Entity Owner over which you have signing authority are an owner(s) of the Residence. You hereby grant us a first priority purchase-money security interest in, and assign to us as collateral under this Note (the "Collateral"): (i) the Equipment, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Tangible Collateral"); (ii) all agreements previously or subsequently entered into by you and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, whether currently identified or identified any time in the future, attributable to the generation from the Equipment, and its avoided emission of pollutants provided to you, regarding renewable energy credits, tradable generation rights, pollution/emission credits or other associated benefits; the sale of



credits, credit certificates or similar items for greenhouse gas reduction, the generation of green power or renewable energy; or similar matters (collectively, "Environmental Incentives"); and (iii) all proceeds and revenues resulting from the foregoing. You will sign and deliver to us (and cause any Entity Owner to sign and deliver to us) any document that is or may be required to perfect our security interest in the Collateral. Except for Delaware and Illinois residents and except where prohibited by applicable law, you irrevocably appoint us as your attorney-in-fact to sign, file and/or record any such document on your behalf.

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

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

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

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

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

**EVENTS OF DEFAULT:** Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within ten (10) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) any representation or warranty made by you in this Note or any statement made by you in the Application proves to have been false or misleading in any material respect when made; (4) you fail to advise us of any material adverse development in your creditworthiness from the time of the Application to the date of this Note; (5) you violate any law or utility system requirement in connection with the System, including operation of the System prior to receipt of permission from your utilities provider to operate the System and connect it to the utility's electrical grid; (6) you take any action or fail to take any action resulting in a termination of any manufacturer or Contractor warranties in connection with the System; (7) you attempt to assign or transfer this Note, or you sell or vacate the Residence, (8) any party, including a lender that has made or subsequently makes any loan secured by the Residence,

asserts that it has rights in the Collateral that are superior to our rights in the Collateral; (9) your estate fails to acknowledge its obligations under this Note upon our request after your death, in a written document acceptable to us in our reasonable discretion; (10) you make an assignment or any general arrangement for the benefit of creditors; have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (11) you otherwise become bankrupt or insolvent (however evidenced) or are unable to pay your debts as they fall due; (12) any mortgage on the Residence is foreclosed; or (13) more than fifty percent of the System is destroyed or stolen. If required by applicable law, we will only consider you in default for other than non-payment if our prospect of payment, performance or ability to realize upon the Collateral is significantly impaired.

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

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

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

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

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

**NOTICE AND CURE:** Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the System, the Collateral or the work performed by Contractor (as more fully defined in the Arbitration Provision, a “Claim”), the party asserting the Claim (the “Complaining Party”) shall give the other party (the “Defending Party”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are

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the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. Any Claim Notice to us shall be sent by certified mail, return receipt requested, to **Technology Credit Union at P.O. Box 1409 San Jose, CA 95109 (800-553-0880)** (such address, or any subsequent address we give you notice of, the "Notice Address"), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

**CREDIT REPORTING:** You authorize us to make inquiries concerning your credit history and standing. We may report information about your performance under this Note to credit bureaus (and other parties). **As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit. Late payments, missed payments or other defaults on this Note may be reflected in your credit report.** If you believe that any information about this Note that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to us at the Notice Address, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

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

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

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

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

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

**BANKRUPTCY:** You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal

Bankruptcy Code must be in writing, must include your Loan number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

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

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

**STATE NOTICES AND VARIATIONS:** If the Residence is in:

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

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

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

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

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

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

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

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

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

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

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

**Iowa:** **THIS IS A CONSUMER CREDIT TRANSACTION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Borrower: Kristian Morales**

**Lender: Technology Credit Union**

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

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

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

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

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

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

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

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

**MISCELLANEOUS**: Any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the offending provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above such limit already collected will be credited or refunded to you. If more than one person signs this Note as Borrower or Co-



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

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

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

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

## EXHIBIT A

### **CLAIM NOTICE REQUIREMENTS and ARBITRATION PROVISION**

#### CLAIM NOTICE REQUIREMENTS

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

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

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

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

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

#### ARBITRATION PROVISION

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

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

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

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

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

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

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

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

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

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

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

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

**NOTICE OF CANCELLATION**

April 23, 2022

(date)

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

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

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

**SunPower Corporation, Systems,**

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

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

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower's Signature)

**NOTICE OF CANCELLATION**

April 23, 2022

(date)

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

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

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**SunPower Corporation, Systems,**

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

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

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower's Signature)

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

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

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

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

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

**AVISO PARA EL FIADOR (Spanish Translation Required By Law)**

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

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

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

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

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

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

Co-Borrower: \_\_\_\_\_

Date: 4/25/2022 \_\_\_\_\_

**NOTICE TO COSIGNER**

(for each Co-Borrower who does not reside at the Residence identified in the Note described below)

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the note or contract. You will also have to pay some or all of these costs and charges if the note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the note, contract, or other writing that obligates you to pay the debt. Read that writing for the exact terms of your obligation.

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

\_\_\_\_\_

*(Name of Borrower)*

Technology Credit Union

*(Name of Creditor)*

\_\_\_\_\_

April 23, 2022

*(Date)*

Solar Energy System Loan  
*(Kind of Debt)*

**43,022.93**  
*(Total of Payments)*

By signing below, you acknowledge that you have received a completed copy of this notice and of each writing that obligates you or the Borrower on this debt.

**Co-signer:** \_\_\_\_\_ April 23, 2022

Signature

Date

**NOTICE TO CO-SIGNER**

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

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

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

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

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

(Name of Borrower)

Technology Credit Union

(Name of Creditor)

April 23, 2022

(Date)

Solar Energy System Loan

(Kind of Debt)

43,022.93

(Total of Payments)

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

Co-Borrower: \_\_\_\_\_

Date: April 23, 2022



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

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

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

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

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

**AVISO PARA EL FIADOR (Spanish Translation Required By Law)**

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

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

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

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

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

(Name of Borrower)

Technology Credit Union

(Name of Creditor)

April 23, 2022

(Date)

Solar Energy System Loan

(Kind of Debt)

43,022.93

(Total of Payments)

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

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

Co-Borrower:		Date:	April 23, 2022
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## ESIGN Disclosure Statement and Consent

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

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

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

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

K M

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

## **SOLAR 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: \$ 38,927.21.**

**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](http://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.*

# SUNPOWER®

## SOLAR ENERGY SYSTEM HOME IMPROVEMENT CONTRACT

TO BE USED IN THE STATE OF CALIFORNIA

“Notice of Cancellation” may be sent to the Contractor at the address noted below:

<b>Customer</b> Kristian Morales 4151 S BLACKSTONE PRIVADO ONTARIO, CA 91762 (626) 664-6424 kristianmoralesrn@yahoo.com	<b>Contractor</b> SunPower Corporation, Systems Attn: SunPower 8900 Amberglen Boulevard, Suite 325 Austin, Texas 78729 (800) 786-7693 Contractor License No. 890895
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### Important Information about your SunPower Solar Energy System Home Improvement Contract

Date of Agreement	April 23, 2022
Estimated Rebate (if applicable)	Retained by Customer
Co-Payment Paid by Customer to Contractor at Energy Start Date	\$0.00
Total Contract Price	\$38,927.21
Year 1 Production Estimate	11,750 kWh

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE TOTAL CONTRACT PRICE, WHICHEVER IS LESS.

#### Schedule of Progress Payments:

Payment of the applicable invoiced amount of the Total Contract Price (as such term defined above) is due and payable upon the date specified in the table below. Your final invoice will be due and payable upon the first date when the following things have happened: (a) Contractor can verify that the System (as defined below) was placed into operation, (b) interconnection of the System is complete with the utility; and (c) all approvals needed to operate the System are in place (collectively, the “Energy Start Date”).

Check this box if you are pursuing financing from a financing entity approved by Contractor and listed on Schedule I (attached hereto) for the purchase and installation of the System (as defined below) under this Agreement. By checking this box, and upon notification to Contractor that such financing has been successfully obtained prior to the completion of the engineering site audit of your Premises, Contractor shall disregard the schedule of progress payments below and shall accept payment in full in the amount of the Total Contract Price from the Customer and the financing entity on behalf of the Customer upon the Loan Commencement Date.

<b>Work to be Completed:</b>	<b>Amount Due:</b>	<b>When Due:</b>
<b>Design, Engineering, and Delivery of Materials (collectively, the “Installation Commencement Activities”)</b>	\$0.00	<b>Due and payable upon the date the Installation Commencement Activities are completed.</b>
<b>Completion of Installation of the System and all work required under this Agreement.</b>	\$0.00	<b>Due and Payable upon the Energy Start Date.</b>

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

**Description: Installation of new photovoltaic:** 7.23kW (solar energy) system

**Quantity and model of panel to be installed:** 17 x SunPower 425W (Model SPR-M-425-H-AC) Solar Panels

**Quantity and model of inverter(s) to be installed:** Type M / SPWR-A4 (IQ 7HS)(17)

**Mounting/Racking to be installed:** InvisiMount

**Monitoring to be installed:** PVS6 Monitoring Kit

**NOTE:**

**Loan Number (if applicable):**

**Approximate Time For Start & Completion:**

**Approximate Start Date:** within ten (10) days of this Agreement (including the last amendment or change order) being signed by both parties.

**Approximate Completion Date:** within seventy-five (75) days of this Agreement (including the last amendment or change order) being signed by both parties.

**Commencement of work under this Agreement shall be defined as the design and engineering of the photovoltaic (solar energy) System.**

## 1. INTRODUCTION

This Solar Energy System Home Improvement Contract (this “Agreement”) is the agreement between the individual(s) identified as “Customer(s)” above (collectively referred to in this Agreement as “Customer” or “you”) and SunPower Corporation, Systems (referred to in this Agreement as “SunPower”, “Contractor” or “we” or “us” or “our”). By this Agreement, we will provide to you certain services for the installation of a photovoltaic solar system described on Page 2 of this Agreement (the “System”), and a limited warranty as described in full below in this Agreement.

YOU AGREE THAT CONTRACTOR IS PERMITTED TO EXERCISE ITS RIGHT TO INSTALL A SYSTEM THAT DIFFERS FROM THE SYSTEM DESCRIPTION PROVIDED ABOVE ON THE CONDITION THAT SUCH SYSTEM INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT AND CONTRACTOR NOTIFIES YOU ABOUT THE UPDATED SYSTEM DESCRIPTION. IF CONTRACTOR EXERCISES SUCH RIGHT IN ACCORDANCE WITH THIS PARAGRAPH, THEN YOU

WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS AGREEMENT.

**List of Documents Incorporated into this Agreement:** **Exhibit A** (Notice of Cancellation), **Exhibit B** (SunPower Limited Product and Power Warranty Overview), **Exhibit C** (Certificate of Acceptance), and **Schedule I** (List of Approved Financing Entities). Please read this Agreement and related documents carefully; this Agreement is a legally binding agreement between you and us.

The pricing in this Agreement is valid for thirty (30) days after April 23, 2022. If you do not sign this Agreement and return it to us on or prior to thirty (30) days after April 23, 2022, then Contractor reserves the right to reject this Agreement unless you agree to our then current pricing.

## 2. INSTALLATION SERVICES

### (a) CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; PRE-INSTALL TERMINATION RIGHTS

Our obligations to install the System are conditioned upon the following items having occurred and/or been completed to our reasonable satisfaction by us or other service providers chosen by us:

- (i) Our receipt of 40% of the Total Contract Price (as such amount is specified above), or notification to us that you have successfully obtained financing for the purchase and installation of the System under this Agreement from a financing entity approved by Contractor and listed on **Schedule I**;
- (ii) completion of (A) the engineering site audit (a thorough physical inspection of your premises where the System is to be installed to determine whether the installation of the System is feasible) (this Agreement refers to those premises as the "Premises" or your "Home") including, if applicable, geotechnical work), and (B) real estate due diligence to confirm the suitability of the Premises for the construction, installation, and operation of the System;
- (iii) receipt of all necessary zoning, land use, and building permits; and
- (iv) completion of any renovations, improvements or changes reasonably required at your Home or on the Premises (e.g., removal of a tree or roof repairs necessary to enable us or our other service providers chosen by us to safely install the System).

If we determine that certain conditions on the roof or otherwise at the Premises should be corrected before the installation may be undertaken, then we will notify you that corrective work is needed, and you may arrange for such work with another contractor or with us (if we are capable of performing such work). You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Premises for the System. You agree that Contractor is not responsible for any known or unknown conditions of the Premises.

Please note, however, that such corrective work is not covered by this Agreement and you may either (i) pay for such corrective work in addition to the Total Contract Price listed above or (ii) terminate this Agreement without penalty or fee.

Furthermore, both parties will have the right to terminate this Agreement, without penalty or fee, if we determine after the engineering site audit of your Premises 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 ten (10) business days after we inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Agreement following such 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize us and our subcontractors to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

## **(b) INSTALLATION COMMENCEMENT**

When we are satisfied that the installation and operation of the System at the Premises is feasible, any corrective work has been performed, completed and paid for, and any necessary zoning, land use or building permits are received, the parties agree that we will begin the installation of the System. Contractor may perform such services by itself or through a competent subcontractor hired by Contractor.

However, please note that if we determine that your Premises are not suitable for the installation of the System, or corrective work has not been satisfactorily performed, or any required permits or other governmental authorizations are not received, then we will not have the obligation to install the System, and we may terminate this Agreement by providing prior written notice to you.

## **(c) POST-INSTALLATION CONTRACTOR DUTIES**

Following completion of the process of installation and successful testing, in our sole discretion, of the System, we will arrange for the following:

- (i) the local utility company's authorization for the System to operate following the inspection of the installed System (if the utility requires such an inspection), and
- (ii) the applicable Authority Having Jurisdiction ("AHJ") or an equivalent organization to inspect the System.

## **(d) POST-INSTALLATION CUSTOMER DUTIES**

- (i) Pre-Energy Start Date Customer Duty. Upon our completion of the actions described in Section 2.c, Contractor's receipt of a signed Customer Certificate of Acceptance Form (attached hereto as Exhibit C), and the AHJ or an equivalent

organization has approved the System, you agree to arrange for, and enter into, an interconnection agreement with your local utility company. (We will provide assistance during this process.)

- (ii) Post-Energy Start Date Customer Duty. Following the Energy Start Date (as defined above), you agree to pay the Contractor or Contractor's designated representative (or agree to have a third party pay the Contractor or Contractor's designated representative on Customer's behalf) the remaining balance of the Total Contract Price listed above on the Energy Start Date.

#### **(e) TITLE TO THE SUNPOWER SYSTEM; RISK OF LOSS**

Title to the System, including, without limitation, the photovoltaic modules, materials, and equipment shall pass to Customer upon delivery of the System to Customer's premises, subject in each case to the extent full payment thereof has been made by Customer in accordance with the terms of this Agreement. After delivery of the System to your Premises, other than damage directly resulting from Contractor's actions, you shall bear risk of loss to the System for all causes of loss not covered by the SunPower Limited Product and Power Warranty (see [sunpower.com/homesolarwarranty](http://sunpower.com/homesolarwarranty)). Contractor and its affiliates retain all intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks.

#### **(f) PROFESSIONAL AND WORKMANLIKE MANNER**

Contractor will construct, install, test and commission the System at the Premises. We promise to do this in a professional and workmanlike manner, in accordance with all applicable laws, regulations, codes and permits. We promise to follow accepted professional practices in the solar panel installation industry and electrical installation industry, generally.

#### **3. FINANCING; RIGHT TO TERMINATE**

If Customer advises Contractor that it requires financing to comply with its obligations under this Agreement and is not able to obtain financing prior to the completion of the engineering site audit of your Premises, then Customer may terminate this Agreement through written notice to Contractor prior to such Approximate Start Date or Contractor's installation of the System (whichever is

earlier) and without triggering any further liability to either Party.

#### **4. LIMITED WARRANTY**

We provide to you the following warranties with respect to the System (these warranties are collectively referred to as the "Limited Warranty" in this Agreement). Please note that the Limited Warranty is subject to exclusions and disclaimers specified in Section 4.d below and to other limitations on liability specified in Section 8 of this Agreement. Please also note that the Limited Warranty is subject to payment in full of any amounts due to Contractor in accordance with this Agreement; therefore, we will have no obligation under the Limited Warranty if payment in full has not been made to us in accordance with this Agreement.

#### **(a) INSTALLATION, WORKMANSHIP, DEFECTS, AND ROOF WARRANTIES**

- (i) Installation, Workmanship and Defects Warranty. We warrant that during the System Warranty Period (as defined below) (A) the System will be installed in the manner described in Section 2.f above and (B), 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. This warranty (the "System Warranty Period") will run ten (10) years from the Energy Start Date.
- (ii) Roof Warranty. During the Roof Warranty Period (as defined below), we warrant that, if in the course of the installation work we are required to penetrate your roof and thereby cause damage to the areas of the roof that are within a three (3) inch radius of roof penetration, we will repair such damage. (This roof warranty (the "Roof Warranty Period") will run ten (10) years from the Energy Start Date.)

#### **(b) REPAIR PROMISE**

During the System Warranty Period or the Roof Warranty Period, as applicable (each, a "Warranty Period"), as specified in Section 4.a above, and subject to Section 4.d and Section 8 below, we will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including, without limitation, all labor costs), when you submit a valid claim to us under this Limited Warranty. We may use new or reconditioned parts when making such repairs or replacements.

### **(c) ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

To the fullest extent we are permitted to do so, we hereby assign, as of the date of your acceptance of the System, to you, as the legal owner of the System, the limited warranties from the manufacturers of the photovoltaic modules and inverters comprising the System (in particular, the SunPower Corporation residential photovoltaic modules are subject to SunPower Corporation's standard 25-year power output and workmanship warranty set forth on the SunPower Limited Product and Power Warranty for Residential PV Modules; and inverters that are not factory-integrated in the System's photovoltaic modules are subject to the manufacturer's 10-year performance warranty). To the extent that we perform warranty repair work or provide warranty replacement(s) to you, we reserve the right to make a corresponding claim (if available) under any such manufacturers' warranties.

### **(d) EXCLUSIONS AND DISCLAIMERS**

The Limited Warranty does not apply to any repair, replacement or correction required due to the following:

- (i) someone other than Contractor or a subcontractor specifically approved by Contractor (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce energy not caused by Contractor or its Approved Subcontractor while servicing the System (for example, a tree falls on the System not due to any negligence of Contractor);
- (iii) your failure to perform, or your breach of any of, your obligations under this Agreement (including, without limitation, not providing us adequate access or assistance);
- (iv) any event or condition beyond our control that is a Force Majeure Event (as defined below);
- (v) a power or voltage surge caused by someone other than Contractor including, without limitation 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;
- (vi) any System failure not caused by a System defect (such as making roof repairs that affect the System); or

- (vii) theft of the System.

This Agreement gives you specific rights, and you may also have other rights which may vary from state to state. This Agreement does not warrant any specific electrical performance of the System.

### **(e) MAKING A CLAIM**

If you believe you have a claim under the Limited Warranty, then you must give us notice of such claim describing the problem that you believe gives rise to the claim, as promptly as possible, but in no event later than five (5) business days after your discovery of such problem, in accordance with Section 12 below.

### **(f) TRANSFER OF WARRANTY**

We will accept and honor any valid and properly submitted claim under the Limited Warranty made during the applicable Warranty Period by any person to whom Customer properly transfers ownership of the System.

### **(g) MAINTENANCE OF OPERATION**

Except for honoring Limited Warranty claims, we will have no obligation to service, operate or maintain the System.

THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 4 IS THE ONLY EXPRESS WARRANTY MADE BY CONTRACTOR WITH RESPECT TO THE SYSTEM. CONTRACTOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. Please also see the limitations and disclaimers contained in Section 8 below.

## **5. ENVIRONMENTAL INCENTIVES**

### **(a) ELIGIBILITY**

You may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides to Customer are estimates. These estimates are based upon certain assumptions that may not be applicable based on the circumstances specific to your System. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. Contractor shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Total Contract Price in full regardless of the actual amount of rebates and/or incentives you receive.

### **(b) OWNERSHIP**



All renewable energy credits (RECs), green-e tags or other transferable indicators for the generation of renewable energy, performance based incentives, rebates and other incentives or under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, and associated reporting rights available in connection with the System, are retained and owned by you as the owner of the System.

## **6. CERTAIN CUSTOMER OBLIGATIONS**

### **(a) REMOVAL/REPAIR OF SYSTEM**

You agree that if (i) the System needs any repairs that are not our responsibility under the Limited Warranty or (ii) you would like to have the System removed or moved and reinstalled to facilitate remodeling of your Home, you will have Contractor, or an Approved Subcontractor, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

### **(b) TAXES AND ASSESSMENTS**

You are responsible for all taxes, assessments and charges required by public agencies including, without limitation, those resulting from any increased real property taxes that you may be subject to as a result of the installation of the System. You should consult your own qualified tax advisor regarding the federal, state and local, and other tax benefits and consequences that result from the purchase and installation of the System on your Home.

### **(c) EXTERIOR OF HOME**

You agree that if any part of the System is located on the exterior of your Home, then you will supply the paint needed to complete any related painting.

### **(d) SUNPOWER MONITORING SYSTEM**

The SunPower Monitoring System will be installed at the same time as the installation of the System. Customer agrees to maintain and make available, at your cost, a functioning Internet connection, via either one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s), secure access to your wireless home internet, or the purchase of a SunPower cellular plan at all times while it is being used. Customer also agrees to keep the SunPower Monitoring System connected at all times.

## **7. FORCE MAJEURE**

If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event (as defined below), we will be excused from whatever performance is affected by the Force Majeure Event, provided that (i) as soon as is reasonably practical we give you notice of the event and (ii) the excuse from performing our obligations will be of no greater scope and of no longer duration than is required in the context of the Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond our control and not caused by our or our Approved Subcontractor's fault or negligence. Included among such events would be failure or interruption of the installation of the System or production of electricity by the System due to: an act of god; war (declared or undeclared); pandemic; 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 (including, without limitation, hurricane; flood; lightning; wind; drought); the binding order of any governmental authority; the failure on the part of any governmental authority to issue a required permit (provided we have timely applied for such permit); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by us or under our control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

## **8. LIMITATIONS ON LIABILITY; INDEMNITY**

### **(a) NO CONSEQUENTIAL DAMAGES.**

**YOU AGREE THAT YOU MAY RECOVER ONLY DIRECT DAMAGES AND IN NO EVENT SHALL CONTRACTOR OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR HEIRS OR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF CONTRACTOR HAS, OR ITS AGENTS OR SUBCONTRACTORS HAVE, BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED.**

### **(b) DISCLAIMER OF WARRANTIES**

**THE ONLY WARRANTY AS TO THE SYSTEM OR ITS INSTALLATION IS THE LIMITED WARRANTY UNDER SECTION 4 OF THIS AGREEMENT. EXCEPT AS**

**EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING THE EXHIBITS), WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DISCLAIMS AND YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARISING UNDER APPLICABLE STATE LAW, EXCEPT TO THE EXTENT SUCH WARRANTIES MAY NOT BE WAIVED UNDER APPLICABLE LAW (IN WHICH CASE, SUCH WARRANTIES SHALL NOT EXTEND PAST THE EXPIRATION OF THE WARRANTY PERIODS SET FORTH IN SECTION 4.a ABOVE).**

### **(c) LIMITATION OF LIABILITY**

**Notwithstanding any other provision of this Agreement to the contrary, to the maximum extent permitted by law, Contractor's total liability arising out of or relating to this Agreement shall in no event exceed (i) as to the System failure or replacement, the Total Contract Price and (ii) as to damages to your Home, including but not limited to the installation of the System, the lesser of actual damages to your Home or \$1,000,000; provided that such damages are provable and caused solely by us, our agents or subcontractors, or the System.**

### **(d) 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 Agreement; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) our Approved Subcontractors 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 Agreement.

## **9. TERMINATION AND DEFAULT**

Contractor may terminate this Agreement, upon seven (7) days' written notice, for any material breach, for any failure of you to pay Contractor for any amount due, or for any hindrance to Contractor in the performance process. Contractor may also terminate this Agreement, in accordance with Section 2(b) above.

## **10. ACCESS RIGHTS**

You hereby grant to us and our successors and Approved Subcontractors and our and their agents and employees, the right to enter and access your Premises and the property on which the Premises are located, in a reasonable manner and upon reasonable notice to you, for the purposes of (a) installing, constructing and, upon your request, repairing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (b) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Premises or to the utility's electric distribution system; and (c) enforcing Contractor's rights as to this Agreement and the System. You agree not to impair or interfere and not to permit other persons to impair or interfere with such access rights.

## **11. REMEDIES UPON CUSTOMER'S BREACH**

Without limiting any of Contractor's other rights and remedies, upon any breach by you, including any failure by you to pay Contractor's any amount due, Contractor shall have the right to: (i) prevent any more work from being done at your Premises until the breach is cured and a letter of credit or some other financial instrument, approved by the Contractor in its sole discretion, is provided to the Contractor by the Customer for any amounts payable under this Agreement; (ii) recover all amounts due under this Agreement for services provided through the date of termination including interest (as such amount is allowed by law); (iii) turn off or remove any System materials or equipment from your Premises by legal process or self-help, but we may not disturb the peace or violate the law; (iv) terminate this Agreement, and (v) pursue any other legal remedies including but not limited to mechanics' liens or similar remedies.

## **12. NOTICES**

All notices, requests, statements and other communications under this Agreement must be made in writing (unless otherwise specified in another paragraph

of this Agreement as to a particular notice or communication) and will be considered to have been properly given and received if delivered in person, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the address of the applicable party specified on the first page of this Agreement. Notice by hand delivery will be effective at the close of business on the day actually received, if received during a business day, and otherwise shall be effective at the close of the next business day. Notice by overnight United States mail or courier shall be effective on the second business day after it was sent. A party may change its addresses by providing notice of same in accordance with this paragraph. Notices may also be given by e-mail, provided that any such e-mail notice is confirmed in a writing delivered as provided above in this paragraph not later than the immediately following business day.

### **13. GOVERNING LAW; ARBITRATION OF DISPUTES**

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL 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 Agreement without giving effect to conflict of law's principles. You and we agree that any dispute, claim or disagreement between the parties (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator to be agreed upon by the parties or selected under the Rules within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://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. 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 13 shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than our last written settlement offer your attorney's fees and costs will not be included.

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

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

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S

DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are waiving any and all rights to a trial jury for all actions or proceedings involving a dispute arising out of or related to this Agreement.

K M

Customer:

**14. ASSIGNMENT AND TRANSFER OF THIS AGREEMENT**

Contractor may assign its rights or obligations under this Agreement to a third party without Customer's consent, provided that any assignment of Contractor's obligations under this Agreement shall be to a party qualified to perform such obligation. Customer's rights and obligations under this Agreement will be automatically transferred to any party that succeeds Customer as owner of the System.

**15. ENTIRE AGREEMENT; AMENDMENTS; BENEFIT OF AGREEMENT**

This Agreement contains the entire agreement of Customer and Contractor regarding the subject matter of this Agreement. Any amendment or other change to this Agreement must be in writing and signed by both parties.

If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or reformed so as to make them enforceable.

The provisions of this Agreement regarding payment obligations, liabilities, indemnities, remedies, 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 Agreement.

**16. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS**

(i) Extra work and change orders become part of this Agreement once the order is prepared in

writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from this Agreement, and the effect the order will have on the schedule of progress payments.

(ii) Customer may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.

(iii) Extra work or a change order is not enforceable against Customer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from this Agreement, and (iii) the effect the order will make in the progress payments or the completion date.

(iv) Contractor's failure to comply with the requirements of this Section 16 does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**17. NOTICES CONCERNING COMMERCIAL GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE**

Contractor carries commercial general liability insurance written by James River Insurance Company. You may call Marsh Risk & Insurance Services at (408) 467-5600 to check the Contractor's insurance coverage. A certificate of insurance can also be provided upon request. The Contractor carries workers' compensation insurance for all employees.

**18. MECHANIC'S LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court

officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the Contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**19. REQUIRED NOTICE REGARDING RELEASE OF MECHANIC'S LIENS**

Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to the Customer a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to section 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

**20. CUSTOMER DATA**

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

<https://us.sunpower.com/privacy/website-policy>

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

K M

Customer:

**21. INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD ("CSLB")**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit: CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call: CSLB at 800-321-CSLB (2752)

Write: CSLB at P.O. Box 26000, Sacramento, CA 95826.

**22. SIGNATURES**

Facsimile, PDF signatures or electronic signatures may be used with the same force and effect as if they were a duly executed original.

**23. ELECTRONIC INVOICES**

Customer hereby agrees to receive all invoices issued under this Agreement electronically.

**24. NOTICE OF SEVEN-DAY RIGHT TO CANCEL IN CALIFORNIA.**

You, Customer, have the right to cancel this Agreement within seven (7) calendar days of the date you sign this Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Contractor at Contractor’s place of business by midnight of the seventh calendar day after you received a signed and dated copy of this Agreement that includes this notice. Include your name, your address, and the date you received the signed copy of this Agreement and this notice.

Following the seventh (7th) calendar day after the date you sign this Agreement and prior to the installation commencement date of the System, you may request that we cancel this Agreement. If we agree to cancel this Agreement, then in connection with such a request, you will be obligated to pay a cancellation fee to help offset costs incurred for Your project, such as permitting fees, interconnection application costs, design costs, and other out of pocket expenses associated with this Agreement. Cancellation fees are as follows:

- a. Five hundred dollars (\$500.00) for any cancellation after the seventh (7<sup>th</sup>) calendar day after the date you sign this Agreement until the date that permits have been obtained for your project.
- b. One thousand dollars (\$1,000.00) for any cancellation after permits have been obtained for your project.

Once installation of the System has begun, You may not cancel the Agreement under any circumstances without Lessor’s consent. Under such circumstances, We will ask You, and You agree, to reimburse Us for Our out-of-pocket costs associated with the Agreement.

If you cancel on or before the seventh (7<sup>th</sup>) calendar day after the date you sign this Agreement, then Contractor must return to you anything you paid within ten calendar (10) days after receiving the notice of cancellation and the parties agree that Contractor may return such funds via the same method that you originally remitted such funds to Contractor. For your part, you must make available to Contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this Agreement. Or, you may, if you wish, comply with Contractor’s instructions on how to return the goods at Contractor’s expense and risk. If you do make the goods available to Contractor and Contractor does not pick them up within twenty (20) days after the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under this Agreement.

Attached is a form “Notice of Cancellation” which form is easily detachable.

K M

**that Contractor give you a notice explaining the right to cancel. Initial the checkbox if the Contractor has given you a “Notice of the Seven-Day Right to Cancel”.**

**You are entitled to a completely filled in copy of this Agreement, signed by both you and Contractor before any work may be started. You are entitled to require Contractor to have a performance and payment bond and the expense of the bonds may be borne by you.**

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed on its behalf as of the date first written above.

**Customer's Signature(s):**



Kristian Morales

4/23/2022

**Contractor's Signature:**

**SunPower Corporation, Systems**



4/25/2022

The name and registration number of the home improvement salesperson who solicited or negotiated this Agreement are set forth below:

Name: Darrin Kubancek

Registration No.: 117461 SP

**Exhibit A**

**NOTICE OF CANCELLATION**

4/25/2022  
**(Date)**

**You may CANCEL this transaction, without any Penalty or Obligation, within SEVEN CALENDAR DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days 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 Corporation, Systems, 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729.**

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**NOT LATER THAN MIDNIGHT OF**      5/2/2022  
**(Date)**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_ **[Date].**

**Customer's Signature:** \_\_\_\_\_

**Please print name:** \_\_\_\_\_



**Exhibit A**

**NOTICE OF CANCELLATION**

4/25/2022  
**(Date)**

You may **CANCEL** this transaction, without any **Penalty** or **Obligation**, within **SEVEN CALENDAR DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN CALENDAR DAYS** following receipt by seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the seller’s expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days 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 Corporation, Systems, 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729.

---

**NOT LATER THAN MIDNIGHT OF** 5/2/2022 **(Date)**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_ **[Date].**

**Customer’s Signature:** \_\_\_\_\_

**Please print name:** \_\_\_\_\_

## EXHIBIT B

# SUNPOWER®

## SunPower Limited Product and Power Warranty Overview

The limited warranty described below and provided in its entirety at [sunpower.com/homesolarwarranty](http://sunpower.com/homesolarwarranty) is effective for SunPower® photovoltaic modules for residential installation with “SPR-X” or “SPR-E” or “SPR-A” and “AC” in the product model number and sold after July 1, 2019.

### Limited Warranty

Subject at all times to the terms and conditions as set out in the limited warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date<sup>1</sup>(the “Warranty Period”), its photovoltaic modules specified above, including factory integrated electronics, (“AC Module[s]”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. The DC power of the AC Modules will be at least 98% of the Minimum Peak Power<sup>2</sup> rating for the first year, and will decline by no more than 0.25% per year for the following 24 years; thus the DC power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the “Guaranteed Peak Power” rating) and the AC power of the system will be at least 90% of the Peak System Power<sup>3</sup> for the full 25-year warranty period.

For a copy of the full warranty including, but not limited to assignment rights, exclusions and limitations please visit our website at: [sunpower.com/homesolarwarranty](http://sunpower.com/homesolarwarranty)

- **Easy to Reach**

We’re always just a call or click away at 1-800-SUNPOWER or through the mySunPower™ portal.

- **Labor, Shipping, Parts – It’s All Included**

If something needs to be replaced, SunPower makes it easy.

- **No Jumping Through Hoops**

While most solar warranties are full of headaches, SunPower keeps things simple.

- **Most Comprehensive Warranty in the Industry**

All components under one warranty.

- 25-Years for components on your roof, including panels, microinverters and mounting system
- 10-Years for components not on your roof, including monitoring hardware and SunVault™ storage system

*1 “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of delivery by SunPower. If the delivery date cannot be verified, manufacturing date will be used in its place.*

*2 “Minimum Peak Power” is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m2 irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower AC modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.*

*3 “Peak System Power” is defined as the summation of the AC power, as shown on the label, of all the AC Modules in the system less any impacts due to shading, design limitations, and soiling.*

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**EXHIBIT C**  
**(Certificate of Acceptance)**  
**FORM OF CERTIFICATE OF ACCEPTANCE**

This Certificate of Acceptance (“this Certificate”) is related to the Solar Energy System Home Improvement Contract (the “Agreement”) entered into on April 23, 2022 between Kristian Morales and (collectively, “Customer”) and SunPower Corporation, Systems (“Contractor”).

Capitalized terms used in this Certificate have the meaning given to them in the Agreement.

The undersigned Customer hereby acknowledges its receipt and acceptance of the System specified in the above referenced Agreement on the date of Customer’s signature set forth below. Customer also acknowledges that the System has been mechanically installed and is ready to be interconnected to the local utility grid. Furthermore, Customer confirms that Contractor provided Customer with an explanation of the SunPower Monitoring System and its applications. Customer hereby accepts the System for the purposes of the Agreement.

Customer Signature:

\_\_\_\_\_  
Name: Kristian Morales  
(print)

Date:

:

**SCHEDULE I**  
**(List of Approved Financing Entities)**

- 1.) Technology Credit Union (Tech CU)
- 2.) Solar Mosaic Incorporated
- 3.) Enerbank USA