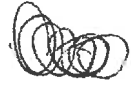


SunStrong Management
PO Box 91910
Sioux Falls, SD 57109-1910

800 786-7693
866 701-7868

SunStrong
Management



Jerry L. Neukam
3142 s Kennedy Street
Visalia, CA 93292

05/06/2025



Federal Consumer Leasing Act Disclosures

Purchase Option at End of Lease Term. You do not have an option to purchase the leased property at the end of the lease term.

Other Important Terms. See your Lease and other documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, and insurance.

*e means an estimate inclusive of sales and use tax.

¹ The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) the Dealer/Installer reports to us in writing (as may be amended by the Lessor) that the System was placed into operation (or we otherwise determine the same); (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home (as defined below).

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature: Jerry Lee Neukam
Name: Jerry Lee Neukam (Jan 20, 2021 17:52 PST)

Name: Jerry Lee Neukam

number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

- (a) the Dealer/Installer reports to Us in writing (as may be amended by Us) that the System was placed into operation (or We otherwise determine the same);
- (b) interconnection of the System is complete with the local utility;
- (c) all approvals needed to operate the System are in place; and
- (d) you hold so-called fee title to your Home.

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

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

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: 3.50 kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): 10.00 SunPower 350W (Model SPR-X21-350-BLK-E-AC)
Inverter (brand and model number): Type E / IQ 7XS(10)
Racking (brand and model number(s)): InvisiMount
SunPower Monitoring system (model number): PVS6 Monitoring Kit

Please confirm by initialing below that the foregoing Description of Leased Property matches the system

description in the proposal provided to you on January 20,2021.

Lessee's Initials:


JLN

4. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

- (i) make the monthly payments set forth in the Monthly Payments section of the disclosures set forth on page 2.
- (ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Dealer/Installer installed it;
- (iv) not modify your Home or the Property in a way that shades the System;
- (v) upon your occupancy of your Home, be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);
- (vi) not remove any markings or identification tags on the System;
- (vii) permit a service provider retained by Us, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;
- (viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (x) notify Us promptly if you think the System is not working properly, damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;
- (xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;
- (xii) return any documents We send you for signature (like incentive claim forms) within seven (7) days of receiving them;

original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided, however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(g) Taxes

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

(h) No Alterations

You agree that you will not move the System, make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property.

(i) Access to the System

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

access the Property whenever commercially reasonable.

- (ii) During the time that We have access rights you shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You intend that the System be and remain personal property even after installation and through the end of the Lease Term. Furthermore, you agree that the System is not a fixture, but We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You also agree to execute and permit Us or Our agents to record in the applicable real estate records an easement granting Us the right to access the Property.

(j) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Us, Our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Lease; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Dealer/Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

(k) Monthly Payments

The Monthly Payments section (set forth on page 2 and **Exhibit D** attached hereto) describes your payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS

COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS LEASE WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

7. TRANSFER

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

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You intend for the System to be and remain personal property even after installation and through the end of the Lease Term. You agree that the System is Our personal property under the Uniform Commercial Code and not fixtures (or real property) regardless of whether it is attached to real property. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at your expense protect and defend Us against the same. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System constitutes personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY

CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN, NEW YORK, AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

THE VALUE OF THE REBATES ASSOCIATED WITH THE SYSTEM ("SOLAR INCENTIVE AMOUNT") THAT BELONGS TO US (IF THE PROPERTY IS IN CALIFORNIA, AS ESTABLISHED BY CALIFORNIA SENATE BILL 1, (MURRAY, CHAPTER 132, STATUTES OF 2006, SECTION 4), AS CODIFIED IN PUBLIC RESOURCES CODE SECTIONS 25780-25784) IS \$850.00. AS PART OF YOUR OBLIGATION TO PAY RENT UNDER THIS LEASE, YOU ASSIGN TO US ALL OF YOUR RIGHT, TITLE AND OBLIGATION IN AND TO THE REBATES ASSOCIATED WITH THE SYSTEM IN THE SOLAR INCENTIVE AMOUNT. IF THE ACTUAL AMOUNT OF THE REBATES RECEIVED BY US IS LESS THAN THE SOLAR INCENTIVE AMOUNT DUE

under this Lease. This Section 11 also applies to a Home sale by your estate or heirs.

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

12. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including the obligation to make Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the Lease, and cooperate with Us, at Our sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

(b) Damages Cap

Except for claims under Section 4(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 15(g), or with respect to property damage by Us, One Million Dollars (\$1,000,000).

14. DEFAULT

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

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

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

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

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

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

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

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

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

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

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

15. REMEDIES IN CASE OF DEFAULT

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

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

(b) suspend Our performance under this Lease;

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

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

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

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

attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

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

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

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

Lessee's Initials:


jln

18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any

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

19. NOTICES

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

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

20. PERMISSION TO CONTACT

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

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

21. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, (b) that each such representative is acting as a special agent and all representations not in this Lease are waived. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in

SunPower New Homes
77 Rio Robles, San Jose, CA 95134

CA-00123-CA

(c) Production Guarantee and Warranties

Production Guarantee

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

TABLE A

GUARANTEE YEAR	GUARANTEED RANGE OF ANNUAL PRODUCTION (KWH)	GUARANTEED ENERGY PRICE PER KWH
Year 1	5,568-6,154	\$0.181
Year 2	5,554-6,138	\$0.181
Year 3	5,540-6,123	\$0.182
Year 4	5,526-6,108	\$0.182
Year 5	5,512-6,092	\$0.183
Year 6	5,498-6,077	\$0.183
Year 7	5,485-6,062	\$0.184
Year 8	5,471-6,047	\$0.184
Year 9	5,457-6,032	\$0.184
Year 10	5,443-6,016	\$0.185
Year 11	5,430-6,001	\$0.185
Year 12	5,416-5,986	\$0.186
Year 13	5,403-5,971	\$0.186
Year 14	5,389-5,957	\$0.187
Year 15	5,376-5,942	\$0.187
Year 16	5,362-5,927	\$0.188
Year 17	5,349-5,912	\$0.188
Year 18	5,336-5,897	\$0.189
Year 19	5,322-5,882	\$0.189
Year 20	5,309-5,868	\$0.190
Year 21	5,362-5,927	\$0.190
Year 22	5,349-5,912	\$0.191
Year 23	5,336-5,897	\$0.191
Year 24	5,322-5,882	\$0.192
Year 25	5,309-5,868	\$0.192

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

"Guaranteed Range of Annual Production" is the estimate of the range of production for a Guarantee Year made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation. The Guaranteed Range of Annual Production for each System for each Guarantee Year is in column 2 of Table A.

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

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

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

- (i) someone other than Operator, Dealer/Installer, or a subcontractor specifically approved by Operator or Dealer/Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;
- (ii) a power or voltage surge caused by someone other than Operator or Dealer/Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
- (iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Dealer/Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Dealer/Installer);
- (iv) the System is prevented from operating due to local utility or public utilities commission;
- (v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);
- (vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;
- (vii) any Force Majeure Event (as defined below);
- (viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;
- (ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

- (i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the Lease and (b) the original cost of the System; and
- (ii) For damages to your Home, belongings and Property: exceed one million dollars (\$1,000,000).

7. NOTICES

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

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

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

EXHIBIT B (New Homes Provisions)

The following terms modify the Lease if it qualifies for the financial incentives available under the California New Solar Homes Partnership ("NSHP") program, and such terms are incorporated into the Lease and, together with the Lease and other exhibits, constitute a single contract.

The NSHP provides financial incentives and other support for installing eligible solar energy systems on new residential buildings that receive electricity from specified investor owned utilities. The California Energy Commission ("CEC") implements the NSHP in coordination with the California Public Utilities Commission to benefit the end-use customer by directly and exclusively reducing the lease payments for the eligible solar energy system or the cost of electricity produced by such system as illustrated below for the Lease Term:

Total Lease Payments Pre-NSHP Rebate:	\$29,588.00
Estimated NSHP Rebate:	\$850.00
Total Lease Payments Post-NSHP Rebate:	\$28,738.00

To comply with the NSHP, Lessor and you have certain responsibilities to fulfill as described more fully below.

- 1.) **Section 4(a) of the Lease is hereby amended by the addition of the following Lessee obligation (Section 4(a)(xxii)) whereby you agree to:**

"in the event that the System is removed from its original installation location within the first ten (10) years of the Lease Term Start Date, which results in the CEC requiring Lessor to repay some or all of the NSHP rebate awarded for the system, be responsible for reimbursing Lessor for any amount of the NSHP rebate that Lessor repays to the CEC, if the System is removed within the first ten (10) years of the Lease Term Start Date due to Lessee's default or Lessee's request."

- 2.) **Section 4(c) of the Lease is hereby amended by the addition of the following Lessor obligation (Section 4(c)(iv)) whereby We agree to:**

"submit the status report on the operation of your System to the NSHP program administrator on an annual basis as required pursuant to Chapter II, Section O of the current edition of the NSHP Guidebook."

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

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

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

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

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

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

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

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

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

5. The first sentence of Section 4(i)(ii) is hereby amended and restated as follows:
- “(ii) During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access.”
6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems (“**Operator**”) and attached as Exhibit A to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the Lease.
- (a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides “[t]his Limited Warranty protects only the person who leases the System,” and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.
- (b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:
- “LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION.”
- (c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

Section 8 of the Lease is amended by the addition of the following language:

We have no rights to the renewable energy credits related to the System, and, as such, We may not assign the renewable energy credits. We and you understand and agree that all solar renewable energy credits or certificates ("SRECs") generated by the System will be your sole property and that you will have the sole right to receive and sell such SRECs. In order to receive and in exchange for a rebate from the City of Anaheim, you will be required to transfer ownership of such SRECs to the City of Anaheim, according to its program requirements of Anaheim Public Utilities. You further understand and agree that no disbursement of City of Anaheim rebate funds will occur until such time as the transfer of SRECs is complete.

You understand and agree that neither We nor any of Our employees, agents or affiliates will at any time be liable or responsible for loss of SRECs or for any fines, penalties or assessments imposed as a result of failure to report or false or inaccurate reporting by you in connection with the generation of electric energy by the System. You agree that if you falsely or inaccurately report the electric generation of the System, you will indemnify Us and Our employees, agents and affiliates from any fines, penalties or assessments incurred as a result of such false or inaccurate reporting and that you will pay the costs and attorneys' fees for Our defending, contenting or protesting any of the foregoing.

SECTION 4(i)(ii) is amended by the addition of the following language:

The Parties understand and agree that this is a lease agreement for the solar power generation equipment described in Section 3 of the Lease and not a sale of power under California's Public Utility Code.

Exhibit E (Certificate of Acceptance)

FORM OF CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is related to the Lease Agreement (the "Lease") entered into on January 20, 2021 between Jerry Lee Neukam and (collectively, "Lessee") and SunPower Capital, LLC ("Lessor").

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

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

Lessee's Signature:

Name: Jerry Lee Neukam

(print)

Date:

Acknowledged and Agreed:

Dealer/Installer:

Name:

Title:

Date:

EXHIBIT F (Notice of Cancellation – LESSEE/CUSTOMER COPY)

NOTICE OF CANCELLATION

Apr 20, 2021

(Date of Lease)

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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

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

NOT LATER THAN MIDNIGHT OF
Apr 28, 2021

I HEREBY CANCEL THIS TRANSACTION.

_____ [Date].

Lessee's Signature:

Please print name: _____

EXHIBIT H (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. How much energy will the System deliver? The Lessor estimates, but does not guarantee, that 135092 to 149311 kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. How does the pricing in the Lease work? The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be \$0.233 per kilowatt hour.

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

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

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

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

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

- (1) terminate this Lease and your rights to possess and use the System;
- (2) suspend Our performance under the Lease;
- (3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
- (4) require you, at your expense, to return the System or make it available to Us in a reasonable manner;
- (5) proceed by appropriate legal action, to enforce performance of this Lease and recover damages for your breach;
- (6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
- (7) recover the Early Termination Liability (as defined in the Lease) and all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and
- (8) pursue any other remedy available to Us in this Lease or by law.

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

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

- b. **Conditions to Installation.** Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of your Property and other due diligence to confirm the suitability of your Property for the construction, installation and operation of the System.

4. **SERVICES NOT INCLUDED IN THE INSTALLATION (EXCLUDED SERVICES)**

This Agreement does not include an obligation by Installer to:

- (i) remove or dispose of any hazardous substances that currently exist on your Property;
- (ii) improve the construction of the roof of your Property to support the System;
- (iii) remove or replace existing rot, rust or insect-infested structures;
- (iv) provide structural framing for any part of your Property;
- (v) pay for or correct construction errors, omissions or deficiencies by you or your contractors;
- (vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- (vii) upgrade your existing electrical service;
- (viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;
- (ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;
- (x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required);
- (xi) paint electrical boxes or conduit at your Property; or
- (xii) move items unassociated with the System around your Property.

5. **PERFORMANCE OF EXCLUDED SERVICES**

If an obligation listed as an exclusion in Section 4 (an "Excluded Service") must be performed in order to properly complete the installation of the System:

- a. **Proposal.** Installer will promptly notify you of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to you for Installer to perform such Excluded Services.
- b. **Your Obligation.** You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's Installation schedule.

6. **CONFLICTS**

In the event of any conflict between the terms of this Installation Agreement and any other agreement between you and Installer, the terms of this Installation Agreement shall control.

7. **MISCELLANEOUS PROVISIONS**

- a. **Property Ownership.** You represent and warrant that you are the owner of the Property.
- c. **Concealed Conditions.** To the best of your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.
- d. **Roof Warranty.** If the Installation is to a roof, you acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

