



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) _____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Riverside, COUNTY OF Riverside, STATE OF CALIFORNIA, DESCRIBED AS 20884 Spring St, Riverside, CA 92507.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 01-27-2025. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☒ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☒ Additional inspection reports or disclosures: _____

Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.

☐ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☒ is not occupying the property.

A. The subject property has the items checked below:*

- | | | | |
|--|--|---|--|
| <input checked="" type="checkbox"/> Range | Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow. | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input type="checkbox"/> Oven | | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input checked="" type="checkbox"/> Microwave | | <input type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input checked="" type="checkbox"/> Dishwasher | | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Water Heater: |
| <input type="checkbox"/> Garbage Disposal | | <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups | | <input checked="" type="checkbox"/> Patio/Decking | <input checked="" type="checkbox"/> Water Supply: |
| <input checked="" type="checkbox"/> Rain Gutters | | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> City <input type="checkbox"/> Well |
| <input checked="" type="checkbox"/> Burglar Alarms | | <input type="checkbox"/> Gazebo | <input checked="" type="checkbox"/> Private Utility or |
| <input type="checkbox"/> Carbon Monoxide Device(s) | | <input type="checkbox"/> Security Gate(s) | Other <u>Riverside Highland Water Company</u> |
| <input type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Garage: | <input checked="" type="checkbox"/> Gas Supply: | |
| <input type="checkbox"/> Fire Alarm | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) | |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input type="checkbox"/> Window Screens | |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Window Security Bars | |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Number Remote Controls _____ | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows | |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | <input type="checkbox"/> Water-Conserving Plumbing Fixtures | |
| <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Hot Tub/Spa: | | |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | | |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter ☒ Roof(s): Type: Tile Age: 6 years (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

(*see note on page 2)

© 2024, California Association of REALTORS®, Inc.

TDS REVISED 6/24 (PAGE 1 OF 3)

Seller's Initials BB / _____

Buyer's Initials _____ / _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410 N Scottsdale Rd, Ste. #1600 Tempe AZ 85281
Melissa Westfall

Phone: 7147674084

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

New Forms

Property Address: 20884 Spring St, Riverside, CA 92507 Date: 01-27-2025

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No

(Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

2) Shared fence line with adjoining house. 12) Buyer to confirm CC&Rs per neighborhood

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 01-27-2025

Seller _____ Date _____

TDS REVISED 6/24 (PAGE 2 OF 3)

Buyer's Initials _____ / _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Neat Forms



Property Address: 20884 Spring St, Riverside, CA 92507 Date: 01-27-2025

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 01-27-2025
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Brad Bonney Date 01-27-2025 Buyer _____ Date _____
Authorized signer on behalf of

Seller Opendoor Property Trust I Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 01-27-2025
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

TDS REVISED 6/24 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New Forms





SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 20884 Spring St, Riverside, CA 92507, Assessor's Parcel No. 255-530-005, situated in Riverside, County of Riverside California ("Property").

- ☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).
1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
- Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by a Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
 - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
- Something that may be material or significant to you may not be perceived the same way by the Seller.
 - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.
5. **DOCUMENTS:** ARE YOU (SELLER) AWARE OF...
Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ☐ Yes ☒ No
Note: If yes, provide any such documents in your possession to Buyer.
Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** ARE YOU (SELLER) AWARE OF...
- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☒ Yes ☐ No
- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)

© 2024, California Association of REALTORS®, Inc.

SPQ REVISED 12/24 (PAGE 1 OF 4)

Buyer's Initials _____

Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 20884 Spring St, Riverside, CA 92507

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
Explanation, or ☐ (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☒ Yes ☐ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☐ Yes ☒ No
- (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☐ No
- (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... ☒ Yes ☐ No
- (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☒ Yes ☐ No
- Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
- Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: D) Painting done for property as needed. F) See renovation summary attached.

B) Owned solar panels present in the property, buyer should have their own inspection

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☐ Yes ☒ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☒ Yes ☐ No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
- D. An alternative septic system on or serving the Property ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
- (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
- (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

Explanation: B) See section 7(B)

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ☐ Yes ☐ No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No

SPQ REVISED 12/24 (PAGE 2 OF 4)

Buyer's Initials _____

Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New Forms



Property Address: 20884 Spring St, Riverside, CA 92507

- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No
Explanation: _____

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property ☒ Yes ☐ No
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☐ Yes ☒ No
If so, when and by whom _____

Explanation: A) Previous seller had pet(s)-details unknown

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No
C. Use of any neighboring property by you ☐ Yes ☒ No

Explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
B. Operational sprinklers on the Property ☐ Yes ☒ No
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☐ Yes ☐ No
C. A pool heater on the Property ☐ Yes ☒ No
If yes, is it operational? ☐ Yes ☐ No
D. A spa heater on the Property ☐ Yes ☒ No
If yes, is it operational? ☐ Yes ☐ No
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☐ Yes ☒ No

Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision.... ☐ Yes ☒ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☒ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
D. CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☐ No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☐ No

Explanation: D)Buyer to confirm CC&Rs per neighborhood

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☒ No
B. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☒ Yes ☐ No
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☒ No
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ☐ Yes ☒ No
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ☐ Yes ☒ No
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No

SPQ REVISED 12/24 (PAGE 3 OF 4)

Buyer's Initials _____ / _____

Seller's Initials BB / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New Forms



Property Address: 20884 Spring St, Riverside, CA 92507

Explanation: D) Shared fence line with adjoining house.

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

Explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- D. Whether the property is tenant occupied ☐ Yes ☒ No
- E. Whether the Property was previously tenant occupied even if vacant now ☐ Yes ☒ No

If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: _____

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Authorized signer on behalf of

Seller Brad Bonney

Opendoor Property Trust I

Date 01-27-2025

Seller

Date

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer

Date

Buyer

Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

SPQ REVISED 12/24 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New Forms



Property Renovation Summary



20884 Spring St, Riverside, CA 92507

Description	Contractor	Contractor Information
Painting done for the property as needed.	Zamora General Construction Corp - RIV	Zamora General Construction Corp - RIV zamoraconstructionroofing@gmail.com (951) 557-2497



Date: January 17, 2018



20884 Spring Street
Riverside, CA 92507
(951) 906-4189

Lessor

SunPower Capital, LLC
Attn: SunPower Financing
2900 Esperanza Crossing
3rd Floor
Austin, Texas 78758
(800) 786-7693

Dealer/Installer

SunPower New Homes
CA-00123-CA
77 Rio Robles, San Jose, CA 95134

Your Leased System	
Solar Panels	SunPower 335W (Model SPR-X21-335-BLK-D-AC)
Panel Count and System Size	12.00 Panels, 4.02 kW (DC), 3.85 kW (AC)
Inverter	Sunpower- Type D(12)
Source of Performance Data	SunPower
Monitoring System	PVS5 Production Monitoring
Racking Equipment	InvisiMount
Year 1 Production Estimate	6443 kWh
Lease Term Production	119537 kWh to 132117 kWh

Your Lease	
SunPower Monthly Lease (Yr1)	\$85.89
Estimated SunPower Lease Price per kWh (Yr1)	\$0.16
Annual Solar Bill Increase (Yr1)	0.000%
Amount Due at Signing	\$0.00
Lease Term	Approximately 20 Years (240 calendar months)
Lease Term	Approximately 20 Years (240 calendar months)

SunPower promises, We will...

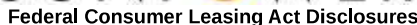
- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease. We do not guarantee savings
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Assign to you a warranty of your roof, against leaks within three inches of mounting penetrations, as specified in the Lease.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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



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

Name _____

1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Dealer/Installer identified above, this Lease is a lease only and not a contract for construction. This Lease will refer to the installation location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). This Lease is up to fifteen 15 pages long and has up to eight (8) exhibits depending on the state where you live. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems (the "Operator") has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits. By signing this Lease you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. If you do not meet your contract obligations under this Lease, you may lose your rights to the System. If you have any questions regarding this Lease, please contact us at (800) 786-7693.

After your Homebuilder completes the construction of your Home, we will ensure our authorized installer (the "Dealer/Installer") performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of

so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, other owners of the Property have acknowledged this Lease by execution hereof.

Shortly before the Lease Term Start Date, the Dealer/Installer (together with the local utility, if necessary) will connect the System to the grid, test the operation of the System and train you in the use of the System. The Dealer/Installer may perform such services by itself or through a competent subcontractor hired by the Dealer/Installer, and approved by Us. IF THE SYSTEM AS INSTALLED DIFFERS FROM THE "SYSTEM DESCRIPTION" BELOW BUT INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT, YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS LEASE.

If (i) this Lease qualifies for the financial incentives available under the California New Solar Homes Partnership program and/or (ii) the Property receives electric service from the City of Los Angeles, California or the City of Anaheim, California, then certain provisions of this Lease will be different from the body of the Lease, as set forth in **Exhibit B** and **Exhibit C**.

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

Lessee's Initials:



YOU HAVE 15 DAYS FROM RECEIPT OF THIS LEASE, SUBJECT TO OUR COMPLETION OF CREDIT REVIEW AND OUR DECISION, TO EXECUTE AND RETURN THE LEASE TO US. IF YOU DO NOT EXECUTE AND RETURN THE LEASE TO US IN THAT 15 DAY PERIOD, THEN

WE RESERVE THE RIGHT TO TERMINATE THIS OFFER TO LEASE THE SYSTEM TO YOU ON THESE TERMS.

2. LEASE TERM

We agree to lease you the System for twenty (20) years (240 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) the Dealer/Installer reports to Us in writing (as may be amended by Us) that the System was 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: 4.02 kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): 12.00 SunPower 335W (Model SPR-X21-335-BLK-D-AC)
Inverter (brand and model number): Sunpower- Type D(12)

Racking (brand and model number(s)): InvisiMount

SunPower Monitoring system (model number): PVS5
Production Monitoring

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on January 17, 2018.

Lessee's Initials:



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;
- (xiii) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;
- (xiv) pay Us the cost of removal and reinstallation described in Section 4(a)(xiii) before beginning repairs or improvements on the Property;
- (xv) if you are notified of any recall of the System or its components, cooperate in the de-installation and return of the System;
- (xvi) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System;
- (xvii) not turn the System on without Our permission;
- (xviii) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;
- (xix) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the Lease Term; and

- (xx) keep your SunPower Monitoring System connected at all times; and
- (xxi) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this Lease to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) System Construction:

The System will be installed at the Property by the Dealer/Installer.

(c) Repair, Insurance and Our Obligations:

We agree to:

- (i) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;
- (ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs; and
- (iii) not put a lien on your Home or Property.

(d) Home Renovations or Repairs

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

(e) Automatic Payment; Fees; Late Charges

In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

- (i) **Automatic Payment Discount:** You will receive a \$7.50 monthly discount if you agree to automatic Monthly Payments through your checking or

savings account. You will not receive a \$7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account;

- (ii) **Refinancing Fee:** If you refinance your Home and We are asked or required to provide any cooperation in connection with the refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;
- (iii) **Returned Check Fee:** \$15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- (iv) **Late Fee:** You will pay a late payment fee equal to the lesser of \$10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(f) Insurance

We shall insure the System against all damage or loss unless (1) that damage or loss is caused by your gross negligence; or (2) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Dealer/Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine in, Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided, however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(g) Taxes

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

(h) No Alterations

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

(i) Access to the System

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

time to remove the System at the end of the Lease Term. We shall provide you with reasonable notice of Our need to access the Property whenever commercially reasonable.

- (ii) During the time that We have access rights you shall ensure that our access rights are preserved and shall not interfere with or permit any third party to 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 DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 5 AND 25, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM

(a) Our Obligation to Lease

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

- (i) completion of (A) the final System design, and (B) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) approval of this Lease by Our financing partner(s);

- (iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Lease;
- (iv) confirmation that We will obtain all applicable benefits referred to in Section 8;
- (v) receipt of all necessary zoning, land use and building permits; and
- (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or roof repairs necessary to enable Us to safely install the System).

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

(b) Amendments, Our Rights to Terminate

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

Any changes to the System will be documented in an amendment to this Lease. You authorize Us to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease We both sign.

6. WARRANTY

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

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

7. TRANSFER

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

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You intend for the System to be and remain personal property even after installation and through the end of the Lease Term. You agree 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 \$1,768.00. 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 TO ANY CAUSE THAT YOU CONTROL, YOU WILL BE REQUIRED TO PAY THE AMOUNT OF THE SHORTFALL AS ADDITIONAL RENT. IF THE ADMINISTRATOR OF THE REBATE PROGRAM MAKES A PAYMENT OF THE REBATE, OR THE DEALER/INSTALLER MAKES A PAYMENT OF THE SHORTFALL, DIRECTLY TO YOU, YOU MUST FORWARD ANY SUCH PAYMENT TO US PROMPTLY AFTER YOU RECEIVE IT.

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

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

10. RENEWAL

You may request that We renew your Lease for an additional period of time on then prevailing market terms (taking into account the condition of the System). If you want to renew and you are in compliance with this Lease, then at least sixty (60) days, but not more than one hundred and eighty (180) days, prior to the expiration of the Lease Term, you must send Us a written request that We renew the Lease. If you request a renewal, We will provide to you in writing the terms on which the Lease may be renewed, including the renewed Lease term and Monthly Payments. If you do not agree to the renewed Lease terms within 30 days after We provide them to you, and We do not notify you otherwise that We will be removing the System upon the expiration of the Lease Term, then following the expiration of the Lease Term, the Lease will continue on a month-to-month basis at a monthly rent equal to the last applicable Monthly Payment during the regular Lease Term (or, if any rent was prepaid, the monthly rent will be in an amount provided by us) ("Month-to-Month Rent"). Additionally, if you do not renew this Lease or request that We remove the System this Lease will, unless We notify you otherwise (which We will have the right to do so at

Our election) continue on a month-to-month basis, at the Month-to-Month Rent. We may terminate any such month-to-month rental at any time and notify you. We will remove the System within thirty (30) days after such notice to you.

11. SELLING YOUR HOME

(a) If you sell your Home you can:

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

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

- (ii) Purchase the System.

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

- (b) You agree to give Us at least thirty (30) days', but not more than three (3) months', prior written notice of the sale of your Home. If you want the buyer to assume your Lease

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

- (c) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default under this Lease. This Section 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;
- (g) We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default under this Lease. Therefore, We and you agree that in

the event it is established that you are in default under this Lease, we shall recover from you as liquidated damages, and not as a penalty, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred ; plus (ii) the Remaining Value Amount; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 15(g), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you; or

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

You agree to repay Us for any reasonable amounts We pay to correct or cover your default. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this Lease, if you have not renewed this Lease, and you have not defaulted, then within ninety (90) days you may call Us to schedule and request that We remove the System at a convenient time for Us at no cost to you. If you request that We remove the

System, We will do so within thirty (30) days of your request. If you do not request that We remove the System, then this Lease will continue on a month-to-month basis consistent with Section 10.

17. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. You and We agree that any dispute, claim or disagreement between the parties (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator to be agreed upon by the parties or selected under the Rules within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Our last written settlement offer. This Section 17 shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than Our last written settlement offer your attorney's fees and costs will not be included.

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

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

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

AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

Lessee's Initials:



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 accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

22. PUBLICITY

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

23. SURVIVAL

The provisions of this Lease regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this Lease.

24. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to effect the purposes of this Lease, including the preservation of Our interest in the System. In this Lease: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to

mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

REST OF PAGE INTENTIONALLY BLANK

25. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH (7th) CALENDAR DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT F).

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

By signing this Lease, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this Lease contains an agreement to arbitrate. After signing this Lease, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this Lease and the exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease and the exhibits.

Lessee's Name: Gabriela Campos Ramirez

Signature



Date: Jan 17, 2018

Lessor : SunPower Capital, LLC

Signature: Amy Guadalupe Hernandez
Amy Guadalupe Hernandez (Jan 22, 2018)

Date: Jan 22, 2018

The Dealer/Installer with respect to this Lease is:

**SunPower New Homes
77 Rio Robles, San Jose, CA 95134
CA-00123-CA**

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System you have leased and warrant the output of the System you have leased. The System will be professionally installed by the duly licensed Dealer/Installer at the address you listed in the Lease Agreement that this exhibit is appended to (the "Lease"). Capitalized terms in this Exhibit A will have the same meaning as the capitalized terms in the Lease unless they are differently defined in this Exhibit A. This Limited Warranty begins on Lease Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Dealer/Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof that are within a three (3) inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from the date the Dealer/Installer begins installation of System through the longer of (A) three (3) years following the Lease Term Start Date and (B) the length of any existing installation warranty or new home builder performance standard for your roof up to but not exceeding ten (10) years (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Lease Term, Operator will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Operator or Lessor under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

- (i)** The warranties in Sections 2(a)(i) and (a)(iii) above will start on the Lease Term Start Date (provided that Lessor has countersigned the Lease) and continue through the entire Lease Term. Thus, for as long as you lease the System from Lessor, you will have a System Warranty and Operator's Repair Promise.
- (ii)** The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii)** If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

(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	6,120-6,764	\$0.16
Year 2	6,105-6,747	\$0.16
Year 3	6,089-6,730	\$0.16
Year 4	6,074-6,714	\$0.16
Year 5	6,059-6,697	\$0.16
Year 6	6,044-6,680	\$0.16
Year 7	6,029-6,663	\$0.16
Year 8	6,014-6,647	\$0.16
Year 9	5,999-6,630	\$0.16
Year 10	5,984-6,613	\$0.16
Year 11	5,969-6,597	\$0.16
Year 12	5,954-6,580	\$0.16
Year 13	5,939-6,564	\$0.16
Year 14	5,924-6,548	\$0.17
Year 15	5,909-6,531	\$0.17
Year 16	5,894-6,515	\$0.17
Year 17	5,880-6,499	\$0.17
Year 18	5,865-6,482	\$0.17
Year 19	5,850-6,466	\$0.17
Year 20	5,836-6,450	\$0.17

- 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) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2014, and ends on September 30, 2015, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the bottom of the Guaranteed Range of Annual Production multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Guaranteed Range of Annual Production	Example Actual Annual kWh	Example Guaranteed Energy Price per kWh	Example Payment to You
9,500 - 10,000	9,000	\$0.10	\$50.00

- ii. If, at the end of each successive twelve (12) month anniversary of your Lease Start Date, the Actual Annual kWh is greater than the top of the Guaranteed Range of Annual Production during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the top of the Guaranteed Range of Annual Production, then this additional energy is yours at no additional cost.

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

“Actual Annual kWh” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twelve (12) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Dealer/Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

“Communication Requirements” means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home’s internet connection; and (b) maintain your Internet connection, at your cost, so that Operator’s hardware can transmit information about the System’s electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

“Guarantee Year” is each successive period of a calendar year from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below (**“Initial Communication Date”**), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the Lease Term Start Date, the Guaranteed Range of Annual Production for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the Lease Term Start Date, the Guaranteed Range of Annual Production for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the Lease Term.

“Guaranteed Energy Price per kWh” is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Year.

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

- iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be

included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual KWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

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

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

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH

RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, or (iii) the System is being relocated to another home you own pursuant to the Lease, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- (b) If you want to return the System to Lessor under Section 16 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Lessor or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;
- (b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, Lessor or Operator will arrange to make repairs); and
- (c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge 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
2900 Esperanza Crossing, 3rd floor
Austin, TX 78758
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or Lessor's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or Lessor's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Lease. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

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:	\$24,182.40
Estimated NSHP Rebate:	\$1,768.00
Total Lease Payments Post-NSHP Rebate:	\$22,414.40

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."

EXHIBIT B (New Homes Provisions) – cont'd

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

Lessor has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

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

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

More specifically, in exchange for your prescribed 240 Monthly Payments specified in the Lease, the Lease provides a 20-year production guarantee that guarantees the System will generate a specified guaranteed range of annual production of kilowatt-hours (KWh). If at the end of each successive anniversary of your lease term, the actual annual kWh generated by the System is less than the bottom of the specified guaranteed range of annual production of KWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the guaranteed range of annual production of KWh and the actual annual KWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

Finally, and in compliance with the Requirements, (i) the Lease specifies how Lessor will comply with the Requirements with regard to damage to your Property, (ii) Lessor complies with the Requirements' property insurance requirements (e.g., Lessor does not request to be named as a loss payee (or named insured) on the property insurance covering the Property), (iii) the Lease does not infringe upon a lender's and its assignee's rights in the event of a foreclosure, and (iv) Lessor will comply with the Requirements' applicable title insurance requirements.

EXHIBIT C (State-Specific Provisions)

SPECIAL PROVISIONS FOR LOS ANGELES AND ANAHEIM SYSTEMS

The following terms modify the Lease for Systems installed in the Los Angeles Department of Water & Power (LADWP) service territory only, and such terms are incorporated into the Lease and, together with the Lease and other exhibits, constitute a single contract.

Section 9 of the Lease is hereby deleted in its entirety and replaced with the following

Except under Section 11 and the Early Buy-Out Option set forth below, you may not purchase the System from Us.

Early Buy Out Option

If you are not in default of this Lease, you will have a one-time Early Buy-Out Option ("EBO"). You may exercise the EBO on the date that is seven (7) years after the Lease Term Start Date. The purchase option price under the EBO shall be an amount equal to the higher of (a) the System's "Fair Market Value" which shall be the estimated value for the System in-place on the EBO date as determined by the Lessor after consultation with an independent appraisal firm, together with any amounts (including Monthly Payments) then due Lessor under the Lease but unpaid, and (b) the Remaining Value Amount on the EBO date. For the "Fair Market Value", the appraisal firm will, on a desktop basis, assume the System will be exchanged between a willing and informed buyer and a willing and informed seller and be subject to this Lease, taking into account current and projected market conditions. Alternatively, you may obtain, at your option and expense, a professional appraisal by an independent third party (agreed to by the Lessor and Lessee) for the System's "Fair Market Value" which shall be the estimated value for the System in-place on the EBO date that assumes the System, will be exchanged between a willing and informed buyer and a willing and informed seller and be subject to this Lease, taking into account current and projected market conditions. We will give you notice 120 days before the date of your EBO. In order to exercise the EBO, you must give us notice in writing no later than 60 days before the date of the EBO. On the closing date for the purchase of the System pursuant to the exercise of the EBO, we will transfer and convey the System to you on AS-IS, WHERE-IS basis, and you agree to execute customary documentation to evidence such transfer and conveyance. You will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Lessor by governmental authorities in connection with such a sale and purchase. If possible, Lessor will assign to you any product and/or workmanship warranties still in effect for the System.

Early Termination Liability

When calculating the termination amount in accordance with Section 15(g) of the Lease, the amounts due to Us will include compensation, on a net after-tax basis, for the loss or recapture of any tax credits, tax grants or rebates, on a pro-rata basis, including amounts that will be due by Us to reimburse the Los Angeles Department of Water & Power (on a pro-rata basis) for the portion of the rebate received for which the System will not be operational.

Modifications in Writing

We will provide a copy of any amendment or other change to this Lease to Los Angeles Department of Water & Power.

Production Guarantee

Per the terms of the Production Guarantee and Limited Warranty, provided to you by SunPower Corporation, Systems, the minimum guaranteed production of the System over the term will be: 119537 kWh.

System Size

3850.00 AC – CEC watts

The following terms modify the Lease for Systems installed in the Anaheim Public Utilities service territory only, and such terms are incorporated into the Lease and, together with the Lease and other exhibits, constitute a single contract.

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 D (Lease Payments)

The Solar Incentive Amount due at the time the administrator of the Solar Initiative Program releases the Solar Rebate (if applicable, see Section 8 above)	\$1,768.00
---	------------

	Base Payment	Estimated Tax on Payment	Estimated Payment inclusive of Tax
First Monthly Payment (As set forth on Page 2 above), OR	\$85.89	\$0.00	\$85.89
One Full Prepayment Amount due on the same day as the first Monthly Payment (As set forth on Page 2 above)	\$0.00	\$0.00	\$0.00

Monthly Lease Payments	Base Monthly Payment	Estimated Tax on Monthly Payment	Estimated Monthly Payment inclusive of Tax (without automatic ACH Payment)	Estimated Monthly Payment inclusive of Tax (with automatic ACH Payment)
Year 1:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 2:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 3:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 4:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 5:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 6:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 7:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 8:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 9:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 10:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 11:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 12:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 13:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 14:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 15:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 16:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 17:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 18:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 19:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89
Year 20:12 Monthly Lease Payments	\$85.89	\$0.00	\$93.39	\$85.89

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 17, 2018 between Gabriela Campos Ramirez 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: Gabriela Campos Ramirez

(print)

Date:

Acknowledged and Agreed:

Dealer/Installer:

Name:

Title:

Date:

EXHIBIT F (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

Jan 22, 2018

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 2900 Esperanza Crossing, 3rd floor, Austin, TX 78758, USA

NOT LATER THAN MIDNIGHT OF

Jan 29, 2018

I HEREBY CANCEL THIS TRANSACTION.

_____[Date].

Lessee's Signature:

Please print name: _____

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

NOTICE OF CANCELLATION

Jan 22, 2018

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 2900 Esperanza Crossing, 3rd floor, Austin, TX 78758, USA

NOT LATER THAN MIDNIGHT OF

Jan 29, 2018

I HEREBY CANCEL THIS TRANSACTION.

_____ [Date].

Lessee's Signature:

Please print name: _____

EXHIBIT G (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, Gabriela Campos Ramirez and ("Customer"), intend to enter into a lease agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this lease ("Lease") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name: Altura Credit Union

Account Type: Checking

Routing No.: 322281235

Account No: *****

*** Please insert N/A for the Bank Name, Account Type, Routing No., and Account No.

If you do NOT wish to use ACH payments, then please sign below to acknowledge your decision. ***

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

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

I hereby acknowledge that SunPower may process debit and credit entries for scheduled Lease rental payments or any other sum due and payable to SunPower or Customer pursuant to the referenced Lease between SunPower and me. I will receive advance notice of any debit that varies from the regularly scheduled Lease rental payment amount. I also acknowledge that SunPower may assign the Lease to a third party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the Lease is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable Lease or your obligation to make the required Lease rental payments.

Customer: 

Name: 

Date: Jan 17, 2018

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 119537 to 132117 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 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 \$0.16 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.











Gabriela Campos Ramirez- Lease Document-1304131-201 8-01-17 20:07:59.pdf

Adobe Sign Document History

01/22/2018

Created:	01/17/2018
By:	SunPower Esign (SunPowerEsign@sunpowercorp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ7iqPBNU5MRxSpjWpH0dUszRO1ubani3

"Gabriela Campos Ramirez-Lease Document-1304131-2018-01-17 20:07:59.pdf" History

-  Document created by SunPower Esign (SunPowerEsign@sunpowercorp.com)
01/17/2018 - 8:08:26 PM PST - IP address: 136.146.208.8
-  Document emailed to Gabriela C. Ramirez (gramirez49@aol.com) for signature
01/17/2018 - 8:08:33 PM PST
-  Document viewed by Gabriela C. Ramirez (gramirez49@aol.com)
01/17/2018 - 8:10:05 PM PST - IP address: 75.28.105.18
-  Document e-signed by Gabriela C. Ramirez (gramirez49@aol.com)
Signature Date: 01/17/2018 - 9:12:02 PM PST - Time Source: server- IP address: 75.28.105.18
-  Document emailed to Amy Guadalupe Hernandez (counter_signature@sunpowercorp.com) for signature
01/17/2018 - 9:12:03 PM PST
-  Document viewed by Amy Guadalupe Hernandez (counter_signature@sunpowercorp.com)
01/18/2018 - 3:06:27 PM PST - IP address: 124.83.4.250
-  Document e-signed by Amy Guadalupe Hernandez (counter_signature@sunpowercorp.com)
Signature Date: 01/22/2018 - 8:42:27 PM PST - Time Source: server- IP address: 119.94.78.93
-  Signed document emailed to SunPower Esign (SunPowerEsign@sunpowercorp.com), Amy Guadalupe Hernandez (counter_signature@sunpowercorp.com), Gabriela C. Ramirez (gramirez49@aol.com), and Whitney Torres (whitney.torres@sunpowercorp.com)
01/22/2018 - 8:42:27 PM PST

SunPower Financial
PO Box 91910
Sioux Falls, SD 57109-1910



20884 Spring St
Riverside, CA 92507-0161

December 9, 2024

Agreement: 1366867000

Hello,

The buyout amount requested to fulfill the terms of your SunPower solar agreement is \$14,351.87. This buyout quote is valid through January 9, 2025. If payment is not received by January 9, 2025, a new quote will need to be requested.

Buy Out Quote Details

Description	Amount
Buy Out Amount	\$13,233.70
Current and Past Due	\$85.89
Sales Tax Amount	\$1,032.28
Total Amount Due	\$14,351.87

Next Steps:

1. Please include a copy of this quote and the total amount due and remit to the above-referenced address.
 - a. **PLEASE NOTE:** This amount is only valid for 30 days from the date of this quote. If it is outside of this 30-day window, you must request an updated quote from SunPower.
2. After the payment has been received by SunPower and cleared, the lease will be terminated and all further obligations described in the lease for lessee and lessor will be void. Additionally, Sunpower will submit a request to the local recording office to terminate the fixture filings.
3. The Production Guarantee described in Lease contract is no longer active and SunPower will no longer monitor or reimburse for annual energy shortages related to weather, soil, etc. Your equipment is still covered under the applicable SunPower warranty.
4. If you experience issues with your system, it is your responsibility to contact SunPower or one of its authorized dealers to schedule an inspection of the equipment. You are required to pay for the initial site visit to inspect your system. If valid warranty claim is confirmed by SunPower, we will cover the costs of associated repair costs.

NOTICE: See additional page(s) for important information

Please make the check payable to SunPower Financial and mail it to our PO Box 845073 Dallas, TX 75284-5073. If you choose not to exercise this payoff, please continue to remit your normal payments to avoid any late charges.

We appreciate your business and the opportunity to help you go solar! Please call us at (833)514-1858 with any questions.

Notice to All Consumers

Your program provider has partnered with Launch Servicing, LLC to service your account. Launch Servicing, LLC, is required by state law to notify consumers of the following rights. This does not include a complete list of the rights consumers have under state and federal laws.

Launch Servicing, LLC is located at 402 W. Broadway 20th Floor, San Diego, CA 92101 and 5109 S Broadband Ln Ste 400, Sioux Falls, SD 57108. Phone: (877) 354-2629. Hours of operation: Monday - Friday, 7:00 a.m. - 7:00 p.m. CT.

Some states require that we inform you Launch Servicing, LLC is a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

California Notice

Launch Servicing, LLC California Debt Collection License #: 10174-99

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 obligations.

Colorado Notice

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION/](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/).

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Launch Servicing, LLC Colorado Office: 7200 S. Alton Way, Suite B180, Centennial, CO 80112. Phone: (303) 309-3839.

Launch Servicing, LLC's mailing address: PO Box 91910, Sioux Falls, SD 57109-1910.

Maryland Notice

Launch Servicing, LLC is licensed as NMLS ID numbers 1766839 and 1776356. For more information or to verify license status, visit the NMLS Consumer Access website at <https://www.nmlsconsumeraccess.org/>.

Massachusetts Notice

NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days, unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Student Loan Borrowers: The Attorney General's Student Loan Ombudsman is located at 1 Ashburton Place, 20th Floor, Boston, MA 02108.

Minnesota Notice

This collection agency is licensed by the Minnesota Department of Commerce.

Nevada Notice

Launch Servicing, LLC License Number: FCA10760

NMLS ID: 1776356

Compliance Manager Certificate Number: CM11636

NMLS ID: 2354670

New York Notice

You may request communications from us in an alternative, reasonably accommodatable format selected by us such as large print, braille, audio compact disc, or other means. You may call (877) 354-2629 to make such a request.

You may contact Michael C. or any of our representatives at (833) 906-1985 to discuss your account.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days.

New York City Notice

Launch Servicing, LLC New York City Department of Consumer Affairs License Number: 2102047-DCA

Limited language access services are available. Please call us to request a foreign language service.

A translation and description of commonly used debt collection terms is available in multiple languages on the New York City Department of Consumer Affairs website, www.nyc.gov/dca.

North Carolina Notice

Launch Servicing, LLC Permit No: 521122656

South Dakota Notice

If there are any improprieties in the servicing of this account, please contact the SD Division of Banking: South Dakota Division of Banking, 1714 Lincoln Ave., Suite 2, Pierre, SD 57501, (605) 773-3421.

Tennessee Notice

This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

Utah Notice

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.