



EXHIBIT B Seller Checklist

Sellers: Dashawn Keirse
Address: 1797 Woodburn Street, El Cajon, CA, 92021
Solar Account #: 4698100

Please review the Seller Checklist below and ensure you understand and complete each item before the close of escrow. By signing the Escrow Instructions and Assignment of solar, you acknowledge and confirm that the items on the checklist have been completed.

- SunPower PLC Adapter (if applicable)** – Please unplug the PLC adapter and leave it in the home before the sale of your home. This is part of the SunPower system associated with account 4698100. The PLC adapter is plugged into the wall and connected to your router. Please see examples of the PLC adapter below.
- Account Payments** – You are responsible for submitting all payments, including any past and future due monthly account payments, through the service period in which the close of escrow date occurs. *If all payments are not received by SunPower, the account obligations will not be transferred to the buyer.* Please review the Accounts Payment and Seller Obligations in the Assignment and Escrow instructions for additional detail.

Examples of PLC adapters (Your PLC adapter may vary slightly)





ESCROW INSTRUCTIONS ASSIGNMENT OF SOLAR AGREEMENT

Seller 1: Dashawn Keirseay ("**Seller**")
Seller 2: ("**Seller**")
Buyers 1: Hermez Zara ("**Buyer**")
Buyers 2: ("**Buyer**")
Title Company: Corinthian Title - Legacy Escrow Branch ("**Escrow Holder**")
Escrow No: LE-240940-CB
Address: 1797 Woodburn Street ,, El Cajon, CA, 92021 (the "**Property**")
Solar Account #: 4698100

This document constitutes the escrow instructions of SunPower Capital, LLC ("**SunPower**") in connection with the sale of the above-referenced Property. SunPower is the system owner pursuant to that certain Account Agreement dated as of February 14, 2023 (the "**Agreement**"), between SunPower and Sellers listed below, whereby SunPower contractually provides solar panels or laminates and related equipment (collectively, the "**System**") to Seller(s).

Seller 1: Dashawn Keirseay
Seller 2:

As owner of the System, and pursuant to the Agreement, SunPower has placed a fixture filing on the System as well as a Notice of Independent Solar Energy Producer Contract for systems located in California (such documents, collectively, the "**Filings**").

Seller is the current owner of the Property and is the customer ("**Customer**") under the Agreement. Seller has indicated his/her/their intention to sell the Property to Buyer (the "**Sale**") and assign the account to Buyer. To effectuate the "**Sale**", Seller has requested that SunPower terminate the Filings associated with the account. In consideration of such termination, and through the close of escrow for the Sale: (1) Seller agrees to continue making monthly account payments as set forth below; (2) Seller and Buyer agree that the account will be assigned to Buyer (the "**Assignment**", attached as Exhibit A); (3) Seller and SunPower agree to the termination of Seller's obligations under the Agreement, (4) SunPower agrees to terminate the Filings and reinstate them after close of escrow, and (5) Escrow Holder agrees to remit filing fees and any other applicable documents to SunPower.

Seller Obligations

1. Account Payments

Seller is responsible for all payments, including any past and future due monthly account payments, through the service period in which the close of escrow date occurs. SunPower bills in arrears for prior monthly energy and the Seller is responsible for paying SunPower for any energy received from the SunPower system; therefore, the Seller's final amount owed and payment to SunPower is determined by the close of escrow date and may become due after the close of escrow, as indicated below.

The close of escrow date is currently scheduled for **July 15, 2024**. The **Seller** must continue to remit monthly account payments from today with the final payment(s) of **\$222.66** due on **July 15, 2024** related to energy received during the following service period(s):

Service Period 1: 06/28/2024 - 07/27/2024 - \$222.66

Service Period 2: - - \$

Please note that SunPower bills in the arrears, so the payment due date covers the previous month of energy received. Additionally, we do not pro-rate payments, so the seller is responsible for the full month payment even if they close escrow before receiving a full month of energy.

In additional to the final payment(s), the Seller is responsible for any late, NSF, or other fees that accrue from now to the final payment date.

If the close of escrow is delayed, **Seller** or **Escrow Holder** must contact SunPower immediately to determine the revised final payment amount and date. Under any circumstances, **Seller** will be responsible for making full account payments for service periods up to and including the date that escrow closes. If all amounts due from the Seller are not received, the account will not be assigned to Buyer and SunPower reserves the right to take any and all remedies against the **Seller** described in Agreement.



2. Taxes and Costs related to Sale.

Seller is responsible for payment of any taxes, fees or other charges imposed by governmental authorities in connection with purchase of the System or the Property, and SunPower shall bear no responsibility in connection therewith. SunPower is not responsible for any costs relating to title insurance, escrow or recording fees in connection with the purchase of the Property or the System.

3. Automatic Payments

If **Seller** is enrolled in automatic payment drafts through Seller’s bank, SunPower’s automated payment draft services, or any other payment services, it is the **Seller's** responsibility to cancel such automatic payments.

4. SunPower PLC Adapter (if applicable)

Please see “Exhibit B” for information and photo examples of PLC adapters that are part of the SunPower system that should be currently plugged into a wall in your home and connected to your router. Please unplug the PLC adapter and LEAVE IN THE HOME BEFORE THE SALE OF YOUR HOME.

Escrow Holder Obligations

1. **Filing Fee.** By signing below, **Escrow Holder** agrees that, at close of escrow, it will remit to SunPower the filing fee of **\$300.00** as reimbursement for SunPower’s incurred cost for terminating the Filings. **Escrow Holder** shall remit such amount to SunPower to the address indicated below within ten (10) days of the close of escrow. If the escrow is not closed, and SunPower terminated the UCC filings as part of the lender’s request and title insurance requirements, **Escrow Holder** is still responsible for remitting a payment of **\$300.00** as reimbursement for the filing fee paid.

Payment Instructions

| Party | Description | Amount Due |
|---------------|---|-----------------|
| Seller | Seller's payment 1: 06/28/2024 - 07/27/2024 | \$222.66 |
| Seller | Seller's payment 2: - | \$ |
| Escrow Holder | Filing Fee | \$300.00 |
| | Total Due | \$522.66 |

Please note: The payments above represent the monthly contract payments due through close of escrow. If one or more of these payments are remitted before the close of escrow, they can be deducted from the final payment due at the close of escrow. Please coordinate with your escrow company to ensure you do not submit duplicate payments.

1. Payment Information. Seller shall select from one of the following options to make final payment(s):

- a. The above-referenced Total Due payment of **\$522.66** described above may be submitted as a check, reference the account number or property address, and mailed to the address below;
- b. The Total Due may be scheduled electronically by visiting www.sunpower.com/pay or
- c. Seller may provide the Total Due in verified funds to escrow holder at the close of escrow to be mailed to SunPower at the address provided below.

Documents and funds sent to SunPower should be delivered to the following address:

SunPower Capital, LLC
 PO Box 845759
 Los Angeles, CA 90084-5759

Overnight deliveries to:

SunPower Capital, LLC
 Lockbox Services 845759
 3440 Flair Dr., El Monte, CA 91731

SunPower Obligations

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SunPower agrees to accommodate the request to terminate the Filings for purposes of closing escrow so long as **Seller, Buyer and Escrow Holder** perform their obligations as set forth herein. SunPower reserves the right to reinstate the Filings at any time if it becomes apparent to SunPower, in its sole discretion, that any of the obligations set forth herein will not be met by **Seller, Buyer or Escrow Holder**. In any event, SunPower shall reinstate the Filings after the close of escrow.

These instructions may be amended, and any changes to this Escrow may be made, only by written agreement signed by SunPower. While we anticipate that this transaction will close on or before **July 15, 2024**, these instructions shall remain in effect until the next billing cycle. If you are unable to comply with these instructions and close this escrow on or before 5:00 p.m. on **July 15, 2024** or if there are to be any changes therein, you are not to proceed without further written authorization from SunPower, and SunPower may, at its option, terminate this Escrow, whereupon you will return all funds and documents deposited herein to the party depositing them. If the close of escrow date changes for any reason, the amounts due pursuant to these Escrow Instructions may change. Please notify your SunPower case manager of any change in the estimated close of escrow date as the SunPower escrow instructions may need to be revised.

Please acknowledge your receipt of these instructions and your agreement to carry out the instructions set forth herein by having a copy of this letter executed and dated by an authorized officer of your company in the space provided below and by your returning the signed copy of this letter promptly to SunPower. Please be aware that our receipt of fully signed instructions and assignment documents are required as a stipulation for terminating any title exceptions/exclusions. If you have any questions about any of the foregoing instructions, please contact the home sale team at homesale@sunpower.com or 800-SUNPOWER. Thank you for your assistance.

SunPower
By: *Diane Bautista*
Name: Diane Bautista
Dated: 7/31/2024

The undersigned acknowledges receipt of these escrow instructions and agrees to proceed in strict accordance therewith.

Corinthian Title - Legacy Escrow Branch
By: *Christy Beckner - Title*
Name: Christy Beckner - Title
Dated: 7/11/2024

The undersigned acknowledge receipt of these escrow instructions and agree to the terms and conditions thereof.

Seller 1: Dashawn Keirse
• Seller 1 Signature: *Dashawn Keirse*
Dated: 7/11/2024

Seller 2:
• Seller 2 Signature: _____
Dated: _____

Buyer 1: Hermez Zara
• Buyer 1 Signature: *Hermez Zara*
Dated: 7/12/2024



Buyer 2:

• Buyer 2 Signature: _____

Dated: _____



Exhibit A



ASSIGNMENT OF ACCOUNT AGREEMENT

This Assignment of Account Agreement, effective as of **2024-07-15** (this "**Assignment**"), is by and between the sellers ("Assignor") and buyers ("Assignee") listed below, each a "**Party**" and together the ("**Parties**").

Seller 1: Dashawn Keirseay

Seller 2:

Buyer 1: Hermez Zara

Buyer 2:

RECITALS

A. Assignor possesses a solar power generating system owned by SunPower Capital, LLC ("**SunPower**") located at:

1797 Woodburn Street, El Cajon, CA, 92021

(the "**Property**"), pursuant to that certain Account Agreement number 4698100 by and between Assignor and SunPower Capital, LLC, as system Owner dated as of 2023-02-14 (the "**Account Agreement**"). A copy of the Account Agreement is attached hereto as Exhibit A

B. Assignor is selling the Property to Assignee. In conjunction with the sale of the Property to Assignee and in accordance with the terms of the Account Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's rights, title, interest and obligations under the Account Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the undersigned do agree as follows

AGREEMENT

- Assignment. Assignor hereby transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, interest, and obligations in, to and under the Account Agreement. Assignee acknowledges that they have read the Account Agreement, understands its terms, and agrees to be bound to all of Assignor's obligations under the Agreement.
- Indemnities. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from any and all costs, liabilities, losses, damages, or expenses (including, without limitation, reasonable attorneys' fees), originating prior to the Effective Date (as defined below) and arising out of Assignor's obligations under the Agreement prior to the Effective Date. As of the Effective Date, Assignee hereby assumes all of the Assignor's obligations under the Account Agreement and agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, liabilities, losses, damages, or expenses (including, without limitation, reasonable attorneys' fees), originating on or subsequent to the Effective Date and arising out of Assignee's obligations under the Account Agreement on or subsequent to the Effective Date.
- Further Assurances. At any time, or from time to time after the date hereof, Assignor and Assignee will, at the other's reasonable request (and at the requesting party's expense), execute and deliver such instruments of transfer, conveyance, assignment, and assumption, in addition to this Assignment, and take such other action as either of them may reasonably request in order to evidence the transfer effected in this Assignment. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
- Governing Law. This Assignment is governed by the law of the state where the Property is located, and, to the extent applicable, federal law.
- Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
- Effective Date. For purposes of this Assignment, the "**Effective Date**" means the date of the closing of the transfer of the Property from Assignor to Assignee.
- Credit Check. The assignment of this contract is contingent upon the buyer completing the credit check. Until the credit check is complete, the contract obligations will not be transferred to the buyer and the seller will remain obligated to the terms of the contract.

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IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Assignment as of the date written above.

Seller 1: Dashawn Keirse



• Seller 1 Signature: _____

7/11/2024

Dated: _____

Seller 2:

• Seller 2 Signature: _____

Dated: _____

Buyer 1: Hermez Zara



• Buyer 1 Signature: _____

7/12/2024

Dated: _____

Buyer 2:

• Buyer 2 Signature: _____

Dated: _____

SunPower Capital, LLC, a Delaware LLC

SunPower:



By: _____

Diane Bautista

Name: _____

7/31/2024

Dated: _____