

SUNPOWER®

SOLAR ENERGY SYSTEM HOME IMPROVEMENT CONTRACT

TO BE USED IN THE STATE OF CALIFORNIA

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

Customer Wayne Campbell 44834 DORAL DR INDIAN WELLS, CA 92210 7603458482 golf2iwdh@gmail.com	Contractor SunPower Corporation, Systems Attn: SunPower 8900 Amberglen Boulevard, Suite 325 Austin, Texas 78729 (800) 786-7693 Contractor License No. 890895
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Important Information about your SunPower Solar Energy System Home Improvement Contract

Date of Agreement	November 5, 2021
Estimated Rebate (if applicable)	Retained by Customer
Co-Payment Paid by Customer to Contractor at Energy Start Date	\$0.00
Total Contract Price	\$35,466.85
Year 1 Production Estimate	10886 kWh

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

Schedule of Progress Payments:

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

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

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

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

Description: Installation of new photovoltaic: 7.20kW (solar energy) system
Quantity and model of panel to be installed: 20.00 x SunPower 360W (Model SPR-X22-360-E-AC) Solar Panels
Quantity and model of inverter(s) to be installed: Type E / IQ 7XS(20)
Mounting/Racking to be installed: InvisiMount
Monitoring to be installed: PVS6 Monitoring Kit

NOTE:
Loan Number (if applicable):

Approximate Time For Start & Completion:

Approximate Start Date: within ten (10) days of this Agreement (including the last amendment or change order) being signed by both parties.
Approximate Completion Date: within seventy-five (75) days of this Agreement (including the last amendment or change order) being signed by both parties.

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

1. INTRODUCTION

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

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

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

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

The pricing in this Agreement is valid for thirty (30) days after November 5,2021. If you do not sign this Agreement and return it to us on or prior to thirty (30) days after November 5,2021, then Contractor reserves the right to reject this Agreement unless you agree to our then current pricing.

2. INSTALLATION SERVICES

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

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

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

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

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

Furthermore, both parties will have the right to terminate this Agreement, without penalty or fee, if we determine after the engineering site audit of your Premises that we

have misestimated by more than ten percent (10%) any of (1) the System size, (2) the System's total cost, or (3) the System's originally estimated annual production. Such termination right will expire ten (10) business days after we inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Agreement following such 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize us and our subcontractors to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

(b) INSTALLATION COMMENCEMENT

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

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

(c) POST-INSTALLATION CONTRACTOR DUTIES

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

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

(d) POST-INSTALLATION CUSTOMER DUTIES

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

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

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

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

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

(f) PROFESSIONAL AND WORKMANLIKE MANNER

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

3. FINANCING; RIGHT TO TERMINATE

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

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

4. LIMITED WARRANTY

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

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

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

(b) REPAIR PROMISE

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

(c) ASSIGNMENT OF MANUFACTURERS' WARRANTIES

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

(d) EXCLUSIONS AND DISCLAIMERS

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

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

- (vii) theft of the System.

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

(e) MAKING A CLAIM

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

(f) TRANSFER OF WARRANTY

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

(g) MAINTENANCE OF OPERATION

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

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

5. ENVIRONMENTAL INCENTIVES

(a) ELIGIBILITY

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

(b) OWNERSHIP

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

6. CERTAIN CUSTOMER OBLIGATIONS

(a) REMOVAL/REPAIR OF SYSTEM

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

(b) TAXES AND ASSESSMENTS

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

(c) EXTERIOR OF HOME

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

(d) SUNPOWER MONITORING SYSTEM

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

7. FORCE MAJEURE

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

"Force Majeure Event" means any event, condition or circumstance beyond our control and not caused by our or our Approved Subcontractor's fault or negligence. Included among such events would be failure or interruption of the installation of the System or production of electricity by the System due to: an act of god; war (declared or undeclared); pandemic; sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements (including, without limitation, hurricane; flood; lightning; wind; drought); the binding order of any governmental authority; the failure on the part of any governmental authority to issue a required permit (provided we have timely applied for such permit); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by us or under our control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

8. LIMITATIONS ON LIABILITY; INDEMNITY

(a) NO CONSEQUENTIAL DAMAGES.

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

(b) DISCLAIMER OF WARRANTIES

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

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

(c) LIMITATION OF LIABILITY

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

(d) INDEMNITY

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

9. TERMINATION AND DEFAULT

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

10. ACCESS RIGHTS

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

11. REMEDIES UPON CUSTOMER'S BREACH

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

12. NOTICES

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

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

13. GOVERNING LAW; ARBITRATION OF DISPUTES

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

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

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

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees

in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than our last written settlement offer. This Section 13 shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than our last written settlement offer your attorney's fees and costs will not be included.

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

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

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

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

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

WC

Customer:

14. ASSIGNMENT AND TRANSFER OF THIS AGREEMENT

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

15. ENTIRE AGREEMENT; AMENDMENTS; BENEFIT OF AGREEMENT

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

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

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

16. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

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

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

- (ii) Customer may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.
- (iii) Extra work or a change order is not enforceable against Customer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from this Agreement, and (iii) the effect the order will make in the progress payments or the completion date.
- (iv) Contractor's failure to comply with the requirements of this Section 16 does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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

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

18. MECHANIC'S LIEN WARNING

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

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

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

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

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

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

19. REQUIRED NOTICE REGARDING RELEASE OF MECHANIC'S LIENS

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

20. CUSTOMER DATA

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

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

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

WC

Customer:

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

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

For more information:

Visit: CSLB's Internet Web site at www.cslb.ca.gov

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

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

22. SIGNATURES

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

23. ELECTRONIC INVOICES

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

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

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

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

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

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

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

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

WC

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

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

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

Customer's Signature(s):

Wayne Campbell

Wayne Campbell

11/5/2021

Contractor's Signature:

SunPower Corporation, Systems

Maria Niza Salvador

11/5/2021

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

Name: Brandon De La Torre

Registration No.: 97987 SP

Exhibit A

NOTICE OF CANCELLATION

11/5/2021
(Date)

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to: SunPower Corporation, Systems, 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729.

NOT LATER THAN MIDNIGHT OF 11/12/2021
(Date)

I HEREBY CANCEL THIS TRANSACTION.

_____ **[Date].**

Customer's Signature: _____

Please print name: _____

Exhibit A

NOTICE OF CANCELLATION

11/5/2021
(Date)

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to: SunPower Corporation, Systems, 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729.

NOT LATER THAN MIDNIGHT OF 11/12/2021 (Date)

I HEREBY CANCEL THIS TRANSACTION.

_____ [Date].

Customer's Signature: _____

Please print name: _____

EXHIBIT B

SUNPOWER®

SunPower Limited Product and Power Warranty Overview

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

Limited Warranty

Subject at all times to the terms and conditions as set out in the limited warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date¹(the “Warranty Period”), its photovoltaic modules specified above, including factory integrated electronics, (“AC Module[s]”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. The DC power of the AC Modules will be at least 98% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.25% per year for the following 24 years; thus the DC power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the “Guaranteed Peak Power” rating) and the AC power of the system will be at least 90% of the Peak System Power³ for the full 25-year warranty period.

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

- Easy to Reach

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

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

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

- No Jumping Through Hoops

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

- Most Comprehensive Warranty in the Industry

All components under one warranty.

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

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

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

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

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

This Certificate of Acceptance ("this Certificate") is related to the Solar Energy System Home Improvement Contract (the "Agreement") entered into on November 5, 2021 between Wayne Campbell and (collectively, "Customer") and SunPower Corporation, Systems ("Contractor").

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

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

Customer Signature:

Name: Wayne Campbell
(print)

Date:

:

SCHEDULE I
(List of Approved Financing Entities)

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

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

Buyer Name and Residence Address: Wayne Campbell 44834 DORAL DR INDIAN WELLS, CA 92210 7603458482 golf2iwdh@gmail.com	Co-Buyer Name (and Residence Address, if different from Buyer):	Seller/Creditor Name and Business Address: SunPower Corporation, Systems Attn: SunPower 8900 Amberglen Boulevard, Suite 325 Austin, Texas 78729 (800) 786-7693 Contractor License No. 890895
Date of Buyer (and Co-Buyer) Signature: Buyer: 11/5/2021 Co-Signer:		

You, the Buyer and any Co-Buyer named above, may buy the Photovoltaic Solar Power System described below (also referred to as the "System") for cash (including without limitation cash loan proceeds from a third party lender chosen by you) or on credit (through installment payments described in Section 1 of the Additional Provisions of this Retail Installment Sales Contract and Security Agreement (this "Agreement")). The cash price (excluding applicable sales and excise taxes) for the System (including the costs of installing the System) is shown below in the "Itemization of the Amount Financed" as "Cash Price." By signing below, you represent that you have been quoted only one cash price for the System. The credit price is shown below in the "Truth in Lending Disclosures" (the "Disclosures") as the "Total Sale Price." By signing this Agreement, you choose to buy the System on credit as described in this Agreement. In this Agreement, the words "we," "us," and "our" refer to the Seller/Creditor ("Seller") named above and any subsequent assignee of this Agreement. "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly.

Description of Photovoltaic Solar Power System (the "System"): The System will be located at the following address: 44834 DORAL DR INDIAN WELLS, CA 92210 The System includes all applicable accessories, mounting hardware, and attachments, as described in a Solar Energy System Home Improvement Contract (the "Home Improvement Contract") between you and the Seller/Creditor named above.	Primary Use of the System: Personal, family, or household
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TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 1.99%	The dollar amount the credit will cost you. \$9,790.68 (e)	The amount of credit provided to you or on your behalf. \$35,466.85	The amount you will have paid after you have made all payments as scheduled. \$45,257.53 (e)	The total cost of your purchase on credit, including your down payment of <u>\$0.00</u> . \$45,257.53 (e)

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

Your payment schedule will be:

Number of Payments	Amount of Each Payment	When Payments Are Due
17	\$ 112.73	Monthly, beginning <u>04-03-2022</u> (e)
281	\$ 153.70	Monthly, beginning <u>09-03-2023</u> (e)
1	\$ 151.42	Monthly, beginning <u>02-03-2047</u> (e)

Security: You are giving a security interest in the System you are purchasing from us.

Late Charge: If a payment is not received within 10 days after it is due, you will be charged \$5.00.

Prepayment: If you pay early you will not have to pay a penalty.

Variable Rate: If you have provided authorization for automatic payments, the above disclosures reflect a 0.25% rate reduction as described in Section 3 of the Agreement. If you cancel authorization for automatic payments, the rate will increase by 0.25%. Any rate increase will result in higher monthly payment amounts. For example, if you financed \$10,000 for 120 months at 1.99% and the interest rate increased to 2.24% in the 12th month, my regular payment would increase from \$69.40 to \$70.35 beginning in the 13th month.

See the rest of this Agreement for additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

“(e)” means an estimate

NOTICE TO BUYER:	ITEMIZATION OF THE AMOUNT FINANCED
<p>(1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in.</p> <p>(2) You are entitled to a completely filled-in copy of this Agreement.</p> <p>(3) You can prepay the full amount due under this Agreement at any time.</p> <p>(4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.</p>	<p>1. Cash Price (for the System, including all applicable installation fees, accessories, mounting hardware, and attachments)* \$ <u>35,466.85</u></p> <p>*Does not include applicable sales or excise taxes</p>
	2. Sales and/or Excise Tax \$ <u>0.00</u>
	3. Subtotal of above (1 plus 2) \$ <u>35,466.85</u>
	4. Amount to be paid by you to public officials for official fees \$ <u>0.00</u>
	5. Subtotal of all of the above (3 plus 4) \$ <u>35,466.85</u>
	6. Down Payment (subtotal of a, b & c) \$ <u>0.00</u>
	a: Cash Down Payment \$ <u>0.00</u>
	b: Deferred Down Payment \$ <u>0.00</u>
c: Manufacturer's Rebate \$ <u>0.00</u>	
7. Prepaid Finance Charge \$ <u>0.00</u>	
8. Amount Financed \$ <u>35,466.85</u>	
(5 minus 6 minus 7)	

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

ADDITIONAL PROVISIONS

1. PAYMENTS: You and any Co-Signer signing this Agreement (a "Co-Signer") promise to pay the Amount Financed shown in the Disclosures above, plus any Prepaid Finance Charge shown in the "Itemization of the Amount Financed" above (the Amount Financed plus any Prepaid Finance Charge is referred to as the "Principal"), and finance charges on the unpaid Principal calculated at the annual rate of 1.99% on a daily basis, according to the payment schedule in the Disclosures and as described more fully below. The first payment ("Initial Payment") due date will be two calendar months after the date the System is installed ("Installation Date"). If the Installation Date falls on the 29th, 30th, or 31st of the month, your first payment due date will be on the first day of the month following two calendar months after the Installation Date. All other required monthly payments will be due on the same day of each following month. (For example, if the Installation Date is May 17, the first payment due date would be July 17 and all other required monthly payments would be due on the 17th day of the following months. As another example, if the Installation Date is May 30, the first payment due date would be August 1, and all other required monthly payments would be due on the first day of the following months.) We will send you written or electronic (such as e-mail) notice of the first payment due date and amount after the Installation Date.

You and any Co-Signer agree to repay all remaining unpaid Principal, accrued and unpaid finance charges, and any other amounts owed under this Agreement, in full, on the final payment due date described above and in the payment schedule in the Disclosures.

Finance charges will accrue on the unpaid Principal beginning on the Installation Date and continue thereafter for each day we are owed any Principal, whether before or after the final payment due date described above and in the payment schedule in the Disclosures, and whether before or after any default. Because finance charges will accrue for each calendar day we are owed any Principal (as described in the preceding sentence) and because calendar months do not all have the same number of days, even if we receive your required monthly payments on their exact scheduled due dates, the final payment amount may be more or less than the final payment disclosed in the payment schedule or (if applicable) the payment described in the second paragraph of Section 2 below.

We may apply payments (including without limitation required monthly payments and optional prepayments) and other amounts we receive first towards accrued and unpaid finance charges (whether from the current month or from prior months), late charges, and other amounts owed under this Agreement, before applying any such amounts towards the unpaid Principal.

You and any Co-Signer agree to send payments to us at the address shown at the top of page 1 of this Agreement, or to any other address and/or person specified in a written or electronic (such as e-mail) notice we send to you.

2. TAX CREDIT, PREPAYMENTS AND RE-AMORTIZATION:

- (a) Tax Credit. You may be eligible for a federal solar investment tax credit. You acknowledge that eligibility for this tax credit is not guaranteed. For example, in order to realize the benefits for the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for your receipt of, or failure to receive, any such tax credits. We do not provide tax advice and nothing in this Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax, you should make an independent assessment or consult with your tax advisor. Please note that your eligibility for a federal solar investment tax credit and your total tax liability, among other things, will determine whether you will have tax credit proceeds to make a voluntary prepayment as described in section (b), below.
- (b) Voluntary Prepayments. You are not required to make any prepayments under this Agreement. The Payment Schedule shown above assumes that you make no voluntary prepayments on this Agreement. However, approximately eighteen (18) months after the Installation Date, we will change your subsequent monthly payments to the level required to repay the unpaid Amount Financed with accrued finance charges over the remaining scheduled term in light of any early, late or additional payments you have made and/or any missed payments. We have designed the Agreement so that, if you make all scheduled payments on time and also make sufficient voluntary prepayment(s) equal to approximately 26% of the Amount Financed (see Page 1) within 18 months of your Installation Date, your subsequent monthly payments will not increase. You acknowledge that in order to avoid an increase in your monthly

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

payments, you must make one or more voluntary prepayments equal to approximately 26% of the Amount Financed (see Page 1) within 18 months of your Installation Date. So long as you are not in default under this Agreement, and provided that you make one or more voluntary prepayments equal to approximately 26% of the Amount Financed (see Page 1), your monthly payments will not increase. If you pay more than 26% of the Amount Financed before the 18th month from the Installation Date, your monthly payments will be adjusted to a lower amount. If you do not make any voluntary prepayments, or if your voluntary prepayments are less than 26% of the Amount Financed, your monthly payments will be adjusted to a higher amount.

- (c) Other Voluntary Prepayments. You and any Co-Signer may prepay amounts due under this Agreement at any time before those amounts are due without penalty. If you pay in full all amounts owed under this Agreement before all amounts are due (a "Full Prepayment"), you will not be entitled to any refund of any Prepaid Finance Charge. If you or any Co-Signer prepay some but not all of the full amount owed under this Agreement (each a "Partial Prepayment" and collectively all such partial prepayments "Partial Prepayments"), the Partial Prepayment will not affect the dollar amount or the due date of the required regular monthly payments unless (a) we specifically agree in writing to a change to the payment schedule, or (b) your Partial Prepayments are received by no later than the due date of your seventeenth (17th) required monthly payment, in which case we will re-amortize the unpaid balance owed under this Agreement over the remaining months of this Agreement.
- (d) Re-Amortization. This Agreement will automatically re-amortize 18 months after the Installation Date. During the re-amortization, the monthly payment will be adjusted in a manner to fully repay the unpaid Amount Financed with accrued finance charges over the scheduled term. Any new adjusted monthly payment will become due on the 19th month after the Installation Date. You are strongly encouraged to review any statements to stay informed about the re-amortization date and any adjustments to the monthly payments. Please note that the re-amortization of the Agreement and any adjustments to the monthly payments assumes you are not in default or in breach of this Agreement.

3. VOLUNTARY AUTOMATIC PAYMENTS: If you choose to have your monthly payments made automatically every month from your checking or savings account, then you will receive a 0.25% interest rate reduction on such monthly payments. If you or we end the voluntary automatic payment arrangement or if you are in default under this Agreement, then such interest rate reduction will end. Please see the "Variable Rate" disclosures in the Truth in Lending Disclosures for more information.

4. SECURITY INTEREST: To secure your obligations under this Agreement, you give us a purchase-money security interest in the System, including without limitation all additions to and replacements of any part of the System, whether existing now or in the future. You also give us a security interest in all money or goods (proceeds) paid, delivered, or payable or deliverable for or in connection with the System, including (for example) insurance proceeds (see Section 8 below) and proceeds you receive from selling the System. You also assign to us your rights and remedies under your Home Improvement Contract, including without limitation your rights to rebates, refunds and other money or goods paid, delivered, or payable or deliverable in connection with your Home Improvement Contract. The security interest secures payment of all amounts owed under this Agreement and performance of your other promises in this Agreement.

You acknowledge an express intent to grant us a security interest in the System and hereby waive and abandon all personal property exemptions that might apply to the System.

We do not consider the System to be a "fixture" attached to your principal residence. You agree that the System is not designed to be permanently or semi-permanently attached to or incorporated into real property or any other property you use as your residence and is instead designed to be readily removable from your residence. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution. (See Section 5 below.) We disclaim any mechanic's or materialman's or similar lien to which we might otherwise be entitled by law as a result of or in connection with this Agreement with respect to (1) your principal residence and (2) any part of the System that is attached to or that becomes part of your principal residence.

5. PROTECTING THE SECURITY INTEREST: We may choose to file financing statements (including fixture filings out of an abundance of caution) and other notices to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code (UCC) and

RETAIL INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

other applicable law, in form satisfactory to us, to evidence our security interest. You also irrevocably authorize us to notify any party obligated to perform and make payments under your Home Improvement Contract about our security interest and our right to receive rebates, refunds and other money payable under your Home Improvement Contract if and whenever this Agreement is in default. You agree to cooperate with us to assist us in protecting our security interest. You and any Co-Signer also promise to pay our costs, including but not limited to any attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System and this Agreement, upon our request to the extent permitted by applicable law.

6. USE OF THE SYSTEM: Until all amounts owed under this Agreement are paid in full, you promise you will:

- (a) Use the System carefully and keep it in good repair.
- (b) Not intentionally damage the System, and use reasonable efforts to avoid damage to the System.
- (c) Follow all safety warnings and installation and operation instructions included in the documentation we provide you for the System.
- (d) Obtain our written permission before making major changes to the System or changing the address where the System is kept.
- (e) Not use the System for any unlawful purpose.
- (f) Allow us to inspect the System.
- (g) Inform us in writing before you or any Co-Signer change(s) any residence address or U.S. mail or e-mail address. Until we receive written notice of a new address for you or any Co-Signer, we may continue to send notices to the last address you gave us for this Agreement.
- (h) Not title the System in another state without first obtaining our written permission.
- (i) Not sell, transfer, or lease the System without first obtaining our written permission, or use the System as security for a loan from another creditor.
- (j) Not allow any other security interest or lien to attach to the System either by your action or inaction, or by operation of law.
- (k) Give us written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt.
- (l) Give us written notice of any third party's attempt to foreclose on the property where the System is located.
- (m) Use the System only for consumer (personal, family or household) purposes, unless we give you specific written permission (which we may withhold in our sole discretion) to use the System also for agricultural or business purposes.
- (n) Not take or fail to take any action that would disqualify you or the System from continuing eligibility for maintenance, repairs, monitoring, warranty or other services available under the Home Improvement Contract.
- (o) Keep the System insured as required by Section 8 of this Agreement.

7. PROPERTY TAXES AND FEES: You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the System. If you do not pay the taxes or fees on the System when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you and any Co-Signer agree to pay finance charges on those amounts at the annual rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining scheduled term of this Agreement.

8. REQUIRED INSURANCE; TOTAL LOSS OF SYSTEM: To the extent permissible by law, you agree to obtain and maintain a homeowners insurance policy and pay any deductibles under such policy that covers the System for an amount at least equal to the lesser of the Total Sale Price of the System or the total unpaid balance owed under this Agreement (including all unpaid Principal, accrued finance charges, late charges, and other amounts owed). Furthermore, you agree to add the Seller and any subsequent assignee of this Agreement as an additional insured and loss payee under such homeowners insurance policy. **You may obtain this required insurance from anyone you want.** If the System is completely destroyed or stolen and not recovered within fourteen (14) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused and not materially or substantially worsened by your negligence or willful misconduct (a "total loss" of the System), you agree to immediately pay us upon our demand the difference between the total unpaid balance owed under this Agreement and the amount of proceeds that we receive under your homeowners insurance policy as a result of the total loss of the System.

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9. DEFAULT: You will be in default if: (a) You or any Co-Signer do not make any required payment in full within 30 days of the date the payment is due; or (b) You or any Co-Signer gave materially false or misleading information on the application relating to this Agreement; or (c) You or any Co-Signer file a bankruptcy or similar petition or one is filed against you or any Co-Signer; or (d) You or any Co-Signer signing this Agreement fail to keep any other promise in this Agreement or break or violate any representation made in this Agreement; or (e) any third party claims or tries to claim any security interest, lien or other interest in the System (including any part of the System) superior to our purchase-money security interest in the System, or any third party attempts to repossess or sell the System (including any part of the System).

If you are in default, we may require you and/or any Co-Signer to pay at once the unpaid balance of the Principal and any other amounts due under this Agreement, in full ("acceleration"), including all accrued finance charges, late charges, and other amounts owed. We do not have to give anyone a notice of default or notice of acceleration unless required by applicable law. If we accelerate (require immediate payment in full), finance charges will continue to accrue on the unpaid Principal at the annual rate described in Section 1 above, until everything owed under this Agreement has been paid in full.

You and any Co-Signer agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your or any Co-Signer's residence address, or from changing the address where the System is kept without first obtaining our written permission. You and any Co-Signer also agree to pay our reasonable costs of repossessing, storing, preparing for sale, and reselling the System, to the extent allowed by applicable law.

You and any Co-Signer agree to pay any attorney (who is not our salaried employee) fees and costs to the extent permitted by applicable law and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal.

10. ADDITIONAL ACTIONS AFTER DEFAULT: If you are in default, we may take possession of the System provided we do so peacefully. We may also disable or disconnect the System. We may also apply rebates, refunds and other proceeds and property described in Section 4 towards the amounts owed under this Agreement. We may also exercise any other legal or equitable remedy or right when you are in default. You give us permission to enter and access your property in order to take possession of and/or disable or disconnect the System. If we take possession of the System, we may resell the System and apply the proceeds of such a resale to the amounts owed under this Agreement. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

11. ADDITIONAL AGREEMENTS:

Waiver of Confidentiality of Residence Address - By signing this Agreement, and until such time as we are paid in full, you and any Co-Signer waive the confidentiality of your and any Co-Signer's residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your and any Co-Signer's current residence address.

Monitoring and Recording Telephone Calls - We may monitor and record telephone calls between you (or any Co-Signer) and us regarding this Agreement. We may use automatic dialing equipment to make calls to you or any Co-Signer. You and any Co-Signer expressly consent to our using prerecorded/artificial voice messages, or text messages, while servicing this Agreement. In making calls to you or any Co-Signer, you and any Co-Signer agree we may use any telephone number you or any Co-Signer provide us, or that is lawfully given to us by someone other than you (or other than any Co-Signer), even if the number is for a mobile telephone, and even if our doing so results in charges to you or a Co-Signer under your or any Co-Signer's telephone payment plan. We will not charge you or any Co-Signer for such calls.

12. EACH PERSON RESPONSIBLE: Each person who signs this Agreement as a Buyer, Co-Buyer or Co-Signer will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Buyer, Co-Buyer or Co-Signer and any remaining Buyer, Co-Buyer and Co-Signer will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System

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without affecting the obligation of any Buyer, Co-Buyer or Co-Signer to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your (including any Co-Signer's) heirs and legal representatives and we can also enforce this Agreement against your (including any Co-Signer's) heirs or legal representatives.

13. LATE CHARGE: If we do not receive a required payment within ten (10) days after the due date, you and any Co-Signer promise to pay a late charge that does not exceed \$5. We will only impose one late charge on a late payment, regardless of the period during which the payment remains past due.

14. RETURNED PAYMENT CHARGE: If any check, negotiable order of withdrawal, share draft or similar instrument is returned unpaid by a depository institution, we will charge a returned payment charge of \$10 for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

15. DELAY IN ENFORCING RIGHTS: We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights later. If we choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

16. NOTICES: Notices required under this Agreement will be sent to you (or to any Co-Signer) at the most recent address you (or any Co-Signer) have given us in writing. Notice to any one of you will be notice to all (unless otherwise required by applicable law). We may send notices to you electronically using any electronic address (such as an e-mail address) you provide to the extent allowed by law.

17. NO ORAL AGREEMENTS: THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING YOUR PURCHASE AND OUR SALE OF THE SYSTEM ON CREDIT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral changes are not binding.

18. WARRANTY: All System warranties are expressly described in the Home Improvement Contract. System parts are under the applicable manufacturer's warranty. **We are not offering any warranty above the manufacturer's warranty, including implied warranties of merchantability or fitness for a particular purpose, except as expressly provided in the Home Improvement Contract and as specifically required by applicable law.** We will provide services to assist you in correcting defects that are covered by a manufacturer's warranty.

We shall assume no expense, liability or responsibility for repairs made by or for you without written authorization from us and which are not covered by a manufacturer's or other applicable warranty, or by the Home Improvement Contract.

19. ACCURACY OF INFORMATION/CREDIT REPORTS: By signing this Agreement, you and any Co-Signer represent to us that all of the information you and any Co-Signer have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your (and any Co-Signer's) knowledge, true, complete and accurate, does not include any false or misleading information, and does not omit any material, relevant information. You and any Co-Signer agree that we may obtain employment and income records, credit bureau reports on you and any Co-Signer, verify your and any Co-Signer's credit references and we may check any of the information provided to us from whatever source we choose to verify it. Additionally, upon request, you and any Co-Signer agree to promptly give us accurate updated financial information about yourself and any Co-Signer.

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Credit Report Notice. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

20. ASSIGNMENT AND ASSUMPTION: If you sell the residence where the System is installed you must either (1) pay off this Agreement at the time of the sale or (2) transfer this Agreement to the purchaser of the residence ("Purchaser") in accordance with the terms of this paragraph. Seller will authorize a transfer of this Agreement to the Purchaser if Purchaser (1) agrees to an underwriting evaluation, including a credit check (the "Purchaser Credit Check"), (2) qualifies under Seller/Creditor's underwriting guidelines, (3) signs an instrument, in a form the Seller provides, agreeing to be bound by the terms of this Agreement as obligor hereunder and (4) agrees to pay a transfer fee of \$250. . If the Purchaser fails to satisfy the terms and conditions of any approved assignment by the closing of the transaction between Buyer and the Purchaser, you agree to pay in full at or before such closing the unpaid balance of the Principal and all other amounts then due under this Agreement, in full, including all accrued finance charges, late charges, and other amounts owed on this Agreement at such time. Seller may assign or transfer this Agreement, in whole or in part, without your prior consent, for any amount that may be more or less than the unpaid Principal owed.

21. GOVERNING LAW: Except for Section 23 below, which is governed solely by federal law, the law of the State of California applies to this Agreement.

22. RIGHT TO CANCEL: The law requires the Seller to give you a notice explaining your right to cancel this Agreement. (See accompanying duplicate copies of a "Notice of Cancellation.") The Home Improvement Contract for the System is subject to its own cancellation period (as described in the Home Improvement Contract). If the Home Improvement Contract is cancelled within the cancellation period for the Home Improvement Contract, this Agreement will be automatically cancelled and returned to you. This Agreement is subject to a 7-calendar day cancellation right (described in the accompanying "Notice of Cancellation") even if you have not cancelled the Home Improvement Contract.

23. 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.

In this Section 23, the words "you" and "your" mean any person signing this Agreement as a Buyer, Co-Buyer, or Co-Signer. Unless the context requires otherwise, the words "we," "us" and "our" mean the Seller/Creditor named above and any assignee of this Agreement.

You and we agree that any dispute, claim or disagreement between you and us (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"), or another arbitration organization you choose to conduct the arbitration subject to our approval, by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. This Section 23 and any arbitration of a Dispute will be governed solely by federal law, including the Federal Arbitration Act (Title 9 of the U.S. Code), and not any state law. 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 residence. 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 residence.

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. When determining whether your award is higher than our last written settlement offer your attorney's fees and costs will not be included.

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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. If any part of this paragraph of this Section 23 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 23 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US.**

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

Nothing in this Section 23 shall prejudice the right of Seller/Creditor to exercise such self-help remedies as are authorized by law or contract or pursue judicial foreclosure as set forth in Section 10.

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 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.

This Section 23 is an important part of this Agreement. By initialing below, you acknowledge that you have read and agree to this Section 23, and you accept that you are waiving any and all rights to a trial jury for all actions or proceedings involving a dispute arising out of or related to this Agreement.

Buyer: *Wayne Campbell*

Co-Buyer:

24. CO-SIGNER(S): Each person signing below as a Co-Signer agrees to the following:

(a) Each Co-Signer signing below agrees to be personally responsible for paying the entire amount owed under the terms of this Agreement, and agrees to all of the provisions in this Agreement concerning required payments, default, arbitration, and all other provisions, except for those regarding the ownership, use, and protection of the System and our security interest and other rights in the System.

(b) Each Co-Signer has received and read a Notice to Cosigner, summarizing (among other things) our right to collect the amounts owed under this Agreement from any Co-Signer without first trying to collect from any Buyer or Co-Buyer. Each Co-Signer received and read the Notice to Cosigner before signing this Agreement.

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(c) We may agree with any Buyer or Co-Buyer to change the payment and/or security interest provisions of this Agreement without notice to any Co-Signer and without affecting any Co-Signer's obligation to pay all amounts owed under this Agreement.

(d) Each Co-Signer waives notice of default, notice of acceleration, and all other notices and demands, to the fullest extent permitted by applicable law.

(e) Each Co-Signer acknowledges having received and read a copy of this Agreement (including without limitation Section 23) before signing below.

X _____
Co-Signer Signs

25. BUYER/CO-BUYER SIGNATURE:

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

X *Wayne Campbell*
Buyer Signs

X

Co-Buyer Signs

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

Optional Authorization Agreement for Pre-Authorized Payments

I, Wayne Campbell ("Customer"), intend to enter into a retail installment sales contract and security agreement ("Agreement") with SunPower Corporation, Systems ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this Agreement 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: OneWest Banks
Account Type: Checking
Routing No.: 322270288
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 payments or any other sum due and payable to SunPower or Customer pursuant to the referenced Agreement between SunPower and me. I will receive advance notice of any debit that varies from the regularly scheduled payment amount. I also acknowledge that SunPower may assign the Agreement 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 Agreement 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. You may also contact your bank directly to cancel this authorization as the law allows. The termination of this authorization agreement does not terminate the fully enforceable Agreement or your obligation to make the required scheduled payments.

Customer: *Wayne Campbell*

Name: Wayne Campbell

Date: 11/5/2021

Notice to Cosigner
(Traducción en Inglés Se Requiere Por La Ley)

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

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

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

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

AVISO PARA EL FIADOR
(Spanish Translation Required By Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad. Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

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

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

Co-Signer's Signature: _____ Date: _____