SUNPOWER

Date: October 12, 2015

[redacted]
1036 Erin Dr
0
[redacted]

Lessor
SunPower Capital, LLC
Attn: SunPower Leasing
2900 Esperanza Crossing
2nd Floor
Austin, Texas 78758
(800) 786-7693

Dealer/Installer
Baker Electric Solar
CA 858088 C10
1298 Pacific Oaks Pl, Escondido,
CA 92029
(760) 546-6000

Your Leased System	
Solar Panels	SunPower SPR-X21-345
Panel Count and System Size	14 Panels, 4.83 kW (DC), 4.30 kW (AC)
Inverter	Sunpower- SUNNY BOY 5000TL-US-22 - 240v (SPR-5002m)(1)
Source of Performance Data	SunPower
Monitoring System	Production Monitoring Kit
Racking Equipment	Non-SunPower Roof Mount
Year 1 Production Estimate	8103 kWh
Lease Term Production Estimate	150350 to 166175 kWh
Estimated Electricity Offset	99.4%

Your Estimated Savings	
Pre-solar Monthly Electric Bill (Yr1)	$179.60
Estimated Monthly Electric Bill Savings (Yr1)	$169.60
SunPower Monthly Lease (Yr1)	$139.84
Estimated Total Monthly Savings (Yr1)	$29.75
Estimated SunPower Lease Price per kWh (Yr1)	$0.20
Annual Solar Bill Increase (Yr1)	0.000%
Amount Due at Signing	$0.00
Lease Term	Approximately 20 Years (240 calendar months)

SunPower promises, we will…

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

What are your prepayment and transfer choices during the term?

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

What are your choices at the end of the term?

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

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) $0.00	Your first monthly payment of $139.84 is due on the 1st of the month after the first full month following the Lease Term Start Date[1], followed by: 11 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 12 monthly payments of $139.84 each due on the same date of the month as the first monthly payment. The total of your monthly payments is $33562.20e OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of $0.00 is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) $_____ $_____ **Total** $_____	(The amount you will have paid by the end of the Lease) $33562.20e

Purchase Option at End of Lease Term. You do not have an option to purchase the leased property at the end of the lease term.
Other Important Terms. See your Lease and other documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, and insurance.
***e means an estimate inclusive of sales and use tax.**

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

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature [redacted] _____

Name [redacted]

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1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Dealer/Installer identified above, this Lease is a lease only and not a contract for construction. This Lease will refer to the installation location address you listed above as the "Property" or your "Home." This Lease is up to fifteen 15 pages long and has up to seven (7) exhibits depending on the state where you live. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems (the "Operator") has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure our authorized installer (the "Dealer/Installer") performs design, permitting, construction, installation, testing, and activation of the System on your Home.

You represent and warrant to Us that (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) any other owners of the Property have acknowledged this Lease by execution hereof.

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

If the Property receives electric service from the City of Los Angeles, California or the City of Anaheim, California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit B**.

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

Lessee's Initials: [redacted]

YOU HAVE 15 DAYS FROM RECEIPT OF THIS LEASE, SUBJECT TO OUR COMPLETION OF CREDIT REVIEW AND OUR DECISION, TO EXECUTE AND RETURN THE LEASE TO US. IF YOU DO NOT EXECUTE AND RETURN THE LEASE TO US IN THAT 15 DAY PERIOD, OUR OFFER TO LEASE THE SYSTEM TO YOU ON THESE TERMS WILL EXPIRE.

2. LEASE TERM

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

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placed into operation (or We otherwise determine the same);

(b) interconnection of the System is complete with the local utility; and

(c) all approvals needed to operate the System are in place.

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

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: 4.83 kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): 14 SunPower SPR-X21-345
Inverter (brand and model number): Sunpower- SUNNY BOY 5000TL-US-22 - 240v (SPR-5002m)(1)
Racking (brand and model number(s)): Non-SunPower Roof Mount
SunPower Monitoring system (model number): Production Monitoring Kit

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on October 12, 2015.

Lessee's Initials: [redacted]

4. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments set forth in the Monthly Payments section of the disclosures set forth on page 2.

(ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Dealer/Installer installed it;

(iv) not modify your Home or the Property in a way that shades the System;

(v) be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);

(vi) not remove any markings or identification tags on the System;

(vii) permit a service provider retained by Us, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

(viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(x) notify Us promptly if you think the System is not working properly, damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(xi) have anyone who has an ownership interest in your Home sign this Lease;

(xii) return any documents We send you for signature (like incentive claim forms) within seven (7) days of receiving them;

(xiii) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;

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(xiv) pay Us the cost of removal and reinstallation described in Section 4(a)(xiii) before beginning repairs or improvements on the Property;

(xv) if you are notified of any recall of the System or its components, cooperate in the de-installation and return of the System;

(xvi) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System;

(xvii) not turn the System on without Our permission;

(xviii) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xix) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the Lease Term; and

(xx) keep your SunPower Monitoring System connected at all times;

(xxi) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this Lease to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) System Construction:

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

(c) Repair, Insurance and Our Obligations:

We agree to:

(i) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs; and

(iii) not put a lien on your Home or Property.

(d) Home Renovations or Repairs

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

(e) Automatic Payment; Fees; Late Charges

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

(i) **Automatic Payment Discount**: You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will not receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account;

(ii) **Refinancing Fee**: If you refinance your Home and We are asked or required to provide any cooperation in connection with the refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(iii) **Returned Check Fee**: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iv) **Late Fee**: You will pay a late payment fee equal to the lesser of $10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(f) Insurance

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

(g) Taxes

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

(h) No Alterations

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

(i) Access to the System

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

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

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is not a fixture to the Property. You also agree to execute and permit Us or Our agents to record in the applicable real estate records an easement granting Us the right to access the Property.

(j) Indemnity

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

(k) Monthly Payments

The Monthly Payments section (set forth on page 2 and **Exhibit C** attached hereto) describes your payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 5 and 25, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

(a) Our Obligation to Lease

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

(i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;

(ii) approval of this Lease by Our financing partner(s);

(iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Lease;

(iv) confirmation that We will obtain all applicable benefits referred to in Section 8;

(v) receipt of all necessary zoning, land use and building permits; and

(vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or roof repairs necessary to enable Us to safely install the System).

We may terminate this Lease without liability if, in Our reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for reasons beyond Our reasonable control. Once the Installer starts installation, however, neither We nor you may terminate this Lease for the failure to satisfy conditions (i) through (vi) above, unless mutually agreed upon otherwise.

(b) Amendments, Your Right to Terminate for Material Changes

We may terminate this Lease if, in Our reasonable judgment, the installation of the System will not

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occur within 180 days of the date of this Lease being fully executed by all parties for reasons beyond Our reasonable control.

Both parties will have the right to terminate this Lease, without penalty or fee, if We determine after the engineering site audit of your Home 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 at the earlier of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after We inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Lease following such 10% change, then any changes to the System will be documented in an amendment to this Lease. You authorize Us to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease We both sign.

6. WARRANTY

TO THE FULLEST EXTEND PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS LEASE PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS LEASE WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

7. TRANSFER

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

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN MASSACHUSETTS, NEW YORK, AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US

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SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

THE VALUE OF THE REBATES ASSOCIATED WITH THE SYSTEM ("SOLAR INCENTIVE AMOUNT") THAT BELONGS TO US (IF THE PROPERTY IS IN CALIFORNIA, AS ESTABLISHED BY CALIFORNIA SENATE BILL 1, (MURRAY, CHAPTER 132, STATUTES OF 2006, SECTION 4), AS CODIFIED IN PUBLIC RESOURCES CODE SECTIONS 25780-25784) IS $0.00. AS PART OF YOUR OBLIGATION TO PAY RENT UNDER THIS LEASE, YOU ASSIGN TO US ALL OF YOUR RIGHT, TITLE AND OBLIGATION IN AND TO THE REBATES ASSOCIATED WITH THE SYSTEM IN THE SOLAR INCENTIVE AMOUNT. IF THE ACTUAL AMOUNT OF THE REBATES RECEIVED BY US IS LESS THAN THE SOLAR INCENTIVE AMOUNT DUE TO ANY CAUSE THAT YOU CONTROL, YOU WILL BE REQUIRED TO PAY THE AMOUNT OF THE SHORTFALL AS ADDITIONAL RENT. IF THE ADMINISTRATOR OF THE REBATE PROGRAM MAKES A PAYMENT OF THE REBATE, OR THE DEALER/INSTALLER MAKES A PAYMENT OF THE SHORTFALL, DIRECTLY TO YOU, YOU MUST FORWARD ANY SUCH PAYMENT TO US PROMPTLY AFTER YOU RECEIVE IT.

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

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

10. RENEWAL

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

11. SELLING YOUR HOME

(a) If you sell your Home you can:

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

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

(ii) *Purchase the System*.

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

(b) You agree to give Us at least thirty (30) days', but not more than three (3) months', prior written notice of the sale of your Home. If you want the buyer to assume your Lease obligations, your notice of the Home sale must be accompanied by the buyer's written consent to obtain a credit report and sufficient contact information for the buyer so We can contact him or her and perform a credit check. You agree to inform any proposed buyer of your Home that We have the right to approve or disapprove the assumption and assignment of this Lease. If We approve the buyer's assumption of this Lease, you and the buyer must sign transfer documentation providing for the buyer's assumption of the Lease obligations (the "Lease Assignment"). We will send a Lease Assignment and escrow instructions into the escrow for the proposed sale of your Home, so that once the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. Unless We release you from your obligations in writing, you will still be responsible for performing under this Lease. If your buyer defaults on this Lease and We have not yet signed the Lease Assignment, you will be responsible for his or her default.

(c) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default under this Lease. Section 11 includes a Home sale by your estate or heirs.

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

12. LOSS OR DAMAGE

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

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

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 4(j), neither party's liability to the other will exceed an

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amount equal to the maximum amount that could be payable by you under Section 15(g), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

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

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

(b) you fail to provide Us with a fully-signed Certificate of Acceptance as shown in **Exhibit D** as specified in Section 2 of this Lease;

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

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

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

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

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

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

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

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

15. REMEDIES IN CASE OF DEFAULT

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

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

(b) suspend Our performance under this Lease;

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

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

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

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

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

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removed from your Property which shall be final and binding on the parties. As described above in this Section 15(g), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you; or

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

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

16. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this Lease, if you have not renewed this Lease and you have not defaulted, then within ninety (90) days you may call Us to schedule and request that We remove the System at a convenient time for Us at no cost to you. If you request that We remove the System, We will do so within thirty (30) days of your request. If you do not request that We remove the System, then this Lease will continue on a month-to-month basis consistent with Section 10.

17. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between 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") by a single neutral arbitrator agreed on by the parties 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. When determining whether your award is higher than Our last written settlement offer your attorney's fees and costs will not be included.

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

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Lease. The arbitrator, however, is not authorized to change or alter the

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terms of this Lease or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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

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

Lessee's Initials: [redacted]

18. WAIVER

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

19. NOTICES

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

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

20. PERMISSION TO CONTACT

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

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

21. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, (b) that each such representative is acting as a special agent and all representations not in this Lease are waived. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

22. PUBLICITY

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

23. SURVIVAL

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

24. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to effect the purposes of this Lease, including the preservation of Our interest in the System. In this Lease: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

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25. NOTICE OF RIGHT TO CANCEL

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

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

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Owner's Name [redacted]

Signatur [redacted]

Date: Oct 12, 2015

Lessor: SunPower Capital, LLC

Signature: Mark Chester A. De Alday
Mark Chester A. De Alday (Oct 14, 2015)

Date: Oct 14, 2015

The Dealer/Installer with respect to this Lease is:

Baker Electric Solar
1298 Pacific Oaks Pl, Escondido, CA 92029
CA 858088 C10

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Dealer/Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof that are within a three (3) inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from the date the Dealer/Installer begins installation of System through the longer of (A) one (1) year following the Lease Term Start Date and (B) the length of any existing installation warranty or new home builder performance standard for your roof up to but not exceeding five (5) years (the "Roof Warranty Period"); and

(iii) Repair Promise

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

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the Lease Term Start Date (provided that Lessor has countersigned the Lease) and continue through the entire Lease Term. Thus, for as long as you lease the System from Lessor, you will have a System Warranty and our Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

(c) Production Guarantee and Warranties

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Production Guarantee

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

TABLE A

GUARANTEE YEAR	GUARANTEED RANGE OF ANNUAL PRODUCTION (KWH)	GUARANTEED ENERGY PRICE PER KWH
Year 1	7698-8508	$0.20
Year 2	7678-8487	$0.20
Year 3	7659-8465	$0.20
Year 4	7640-8444	$0.20
Year 5	7621-8423	$0.20
Year 6	7602-8402	$0.20
Year 7	7583-8381	$0.20
Year 8	7564-8360	$0.20
Year 9	7545-8339	$0.20
Year 10	7526-8318	$0.20
Year 11	7507-8298	$0.20
Year 12	7489-8277	$0.20
Year 13	7470-8256	$0.20
Year 14	7451-8235	$0.20
Year 15	7433-8215	$0.20
Year 16	7414-8194	$0.20
Year 17	7395-8174	$0.20
Year 18	7377-8153	$0.20
Year 19	7358-8133	$0.21
Year 20	7340-8113	$0.21

i. If, at the end of each successive twelve (12) month anniversary of your Lease Start Date, the Actual Annual kWh (defined below) generated by the System is less than the bottom of the Guaranteed Range of Annual Production, then We will send you a refund check or transfer funds electronically in an amount equal to the difference between the bottom of the Guaranteed Range of Annual Production and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve (12) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. We will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2013, and ends on September 30, 2014, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, We will pay you the difference between the Actual Annual kWh and the bottom of the Guaranteed Range of Annual Production multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

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

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

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

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

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

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

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

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

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

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

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

A. emailing Us at the email address in Section 7 below; or

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

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

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

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

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

3. LESSOR'S STANDARDS

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

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, or (iii) the System is being relocated to another home you own pursuant to the Lease, you will have Operator, or another similarly qualified service provider approved by Us or Operator, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

(b) If you want to return the System to Us under Section 16 of the Lease then We or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Us, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and We will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

(a) We or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, We or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Our failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

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6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the Lease and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
2900 Esperanza Crossing, 2nd floor
Austin, TX 78758
Attention: SunPower Leasing
Telephone: (800) 786-7693
Email: SunPowerLeasing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

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EXHIBIT B (State-Specific Provisions)

SPECIAL PROVISIONS FOR LOS ANGELES AND ANAHEIM SYSTEMS

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

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

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

Early Buy Out Option

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

Early Termination Liability

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

Modifications in Writing

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

Production Guarantee

Per the terms of the Production Guarantee and Limited Warranty, provided to you by SunPower Corporation, Systems, the minimum guaranteed production of the System over the term will be: 150350 kWh.

System Size

4300 AC – CEC watts

TERMS APPLICABLE TO SYSTEMS INSTALLED IN THE ANAHEIM PUBLIC UTILITIES SERVICE TERRITORY ONLY

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

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

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

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

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

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EXHIBIT C (Lease Payments)

One rental payment equal to the Solar Incentive Amount due at the time the administrator of the Solar Initiative Program releases the Solar Rebate (if applicable, see Section 8 above)	$0.00

	Base Payment	Estimated Tax on Payment	Estimated Payment inclusive of Tax
First Monthly Payment (As set forth on Page 2 above), OR	$132.34	$0.00	$132.34
One Full Prepayment Amount due on the same day as the first Monthly Payment (As set forth on Page 2 above)	$0.00	$0.00	$0.00

Monthly Lease Payments	Base Monthly Payment	Estimated Tax on Monthly Payment	Estimated Monthly Payment inclusive of Tax (without automatic ACH Payment)	Estimated Monthly Payment inclusive of Tax (with automatic ACH Payment)
Year 1:11 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 2:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 3:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 4:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 5:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 6:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 7:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 8:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 9:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 10:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 11:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 12:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 13:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 14:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 15:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 16:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 17:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 18:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 19:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34
Year 20:12 Monthly Lease Payments	$132.34	$0.00	$139.84	$132.34

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Exhibit D (Certificate of Acceptance)

FORM OF CERTIFICATE OF ACCEPTANCE

f Acceptance is related to the Lease Agreement (the "Lease") entered into on October 12, 2015 collectively, "Lessee")
and SunPower Capital, LLC ("Lessor").

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

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

Lessee's Signature:

_____ _____

Name:
(print)

Date:

Acknowledged and Agreed:

Dealer/Installer:

_____

Name:

Title:

Date:

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EXHIBIT E (Notice of Cancellation - LESSOR COPY)

Notice of Cancellation

Oct 12, 2015

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 2900 Esperanza Crossing, 2nd floor, Austin, TX 78758, USA

NOT LATER THAN MIDNIGHT OF
Oct 18, 2015 .

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature:

Please print name: _____

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

Notice of Cancellation

Oct 12, 2015

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 2900 Esperanza Crossing, 2nd floor, Austin, TX 78758, USA

NOT LATER THAN MIDNIGHT OF
Oct 18, 2015 .

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature:

Please print name: _____

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EXHIBIT F (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

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

[redacted]

*** 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. ***

Please attach a copy of a voided check for the above account.

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

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

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

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

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

Custome [redacted]

Name [redacted]

Date: Oct 12, 2015

- -
Attach voided copy of check to this section
- -

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EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that 150350 to 166175 kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Federal Consumer Leasing Act Disclosures provided with the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease will be $0.20 per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:
(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Remaining Value Amount (as defined in the Lease); or
(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:
(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or
(b) Upon notice to Lessor, request that Lessor remove the System.

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