

SUNPOWER®

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$ 63,369.06.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, and you are 65 years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SUNPOWER®

SunPower Financing Agreement

Daniel Hurley, 69141 VICTORIA DR, CATHEDRAL CTY, CA, 7604093901
Renova Energy Corp.

Lock in cleaner energy

\$0	0.0%	\$211	\$0.255	25
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details

Solar panels	425W (Model SPR-M-425-H-AC)
Panel count	14
System size	5.95 kW
Estimated year 1 production	9,940
Estimated electricity offset	63%

Get more with SunPower



Industry-best 95% production guarantee (reimbursed annually if we ever fall short).



Repairs, maintenance and insurance handled by SunPower at no extra cost.



24/7 monitoring for your entire system puts power at your fingertips.



12-year warranty protection for roof damage incurred at installation.



Prepay or transfer this agreement at any time. Just call us and we'll help.

SUNPOWER®

Date: March 31, 2023

Lessee
 Daniel Hurley
 69141 VICTORIA DR
 CATHEDRAL CTY, CA 92234
 7604093901

Lessor
 SunPower Capital, LLC
 Attn: SunPower Financing
 8900 Amberglen Boulevard
 Suite 325
 Austin, Texas 78729
 (800) 786-7693

Installer
 Renova Energy Corp.
 CA 910836 B C10 C39 C46
 75181 Mediterranean, Palm Desert,
 CA 92211
 (760) 568-3413

Your Investment	
Solar Panels	SunPower 425W (Model SPR-M-425-H-AC)
Panel Count and System Size	14 Panels, 5.95 kW (DC), 5.376 kW (AC)
Inverter	Type M / SPWR-A4 (IQ 7HS)(14)
Source of Performance Data	SunPower
Monitoring System	PVS6 Monitoring Kit
Racking Equipment	InvisiMount
Year 1 Production Estimate	9,940 kWh
Lease Term Production Estimate	229,135 kWh
Estimated Electricity Offset	63%

Your Estimated Savings	
Pre-solar Monthly Electric Bill (Yr1)	\$476.41
Estimated Monthly Electric Bill Savings (Yr1)	\$283.88
SunPower Monthly Lease After ACH Discount (Yr1)	\$211.23
Estimated Total Monthly Savings (Yr1)	\$72.65
Estimated SunPower Lease Price per kWh (Yr1)	\$0.255
Annual Solar Bill Increase (Yr1)	0.0%
Lease Term	Approximately 25 Years (300 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. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

- If you move, you may transfer this Lease to the purchaser of your Home, as specified in the Lease.
- If you move, you may purchase the System from Us for an amount equal to the System's Fair Market Value, plus any other amounts that are specified in the Lease.

What are your choices at the end of the term?

- You may request Us to have the System removed at no additional cost to you.
- You may renew the Lease, as specified in the Lease.
- Otherwise, the Lease will automatically renew and continue on a year-to-year basis, unless We notify you that We will remove the System at the end of the term.

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 (the "Property" or your "Home") by the Installer identified above, this Lease is a lease only and not a contract for construction. The System will be installed at the Property by the installation contractor identified by Us. This Lease is up to sixteen (16) 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 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 "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, (c) any other owners of the Property have acknowledged this Lease by execution hereof; and (d) to the best of your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the installation of the System or cause the Property to be unsuitable for the installation, including but not limited to dry rot, termites, or mold.

Shortly before the Lease Term Start Date, the 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 Installer may perform such services by itself or through a competent subcontractor hired by the 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.

The Fannie Mae B2-3-04 Compliance information is attached as **Exhibit F**.

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

DL

Lessee's Initials:

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 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 date upon which your utility approves interconnection of the System.

We or the Installer will notify you by email when your System is ready to be turned on.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: 5.95 kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): 14 SunPower 425W (Model SPR-M-425-H-AC)
Inverter (brand and model number): Type M / SPWR-A4 (IQ 7HS)(14)
Racking (brand and model number(s)): InvisiMount
SunPower Monitoring system (model number): PVS6 Monitoring Kit

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on March 31, 2023.

DA

Lessee's Initials:

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of Exhibit B attached hereto) describes your payment obligations under this Lease. Your first monthly payment of \$211.23 is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. 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.

(b) Additional Payment Requirements. In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

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

(c) 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.

(d) Prepayment of Monthly Payments

- (i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.
- (ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT 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 REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTIONS 8 (CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM) AND 28 (NOTICE OF RIGHT TO CANCEL), 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. LEASE OBLIGATIONS

(a) System Installation, Home and Property Maintenance

You agree to:

- (i) cooperate with Installer for the purpose of the Installation and interconnection of the System to your local electricity grid, including providing reasonable assistance to the Installer in obtaining permits as needed (including documentation related to net metering), obtaining any consent of a third-party required for the Installation (such as a homeowner's association), installing, using and maintaining electric lines, inverters and meters, and providing any authorizations necessary to interconnect the System to your electrical system and the grid;
- (ii) if the installation is to a roof, acknowledge and accept that any roof penetrations necessary to complete the installation of the System may void any existing warranty of the roof manufacturer or roof installer;
- (iii) make the monthly payments and all other payments set forth in Exhibit B;
- (iv) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;
- (vi) not modify your Home or the Property in a way that shades the System;
- (vii) 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);
- (viii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;
- (ix) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (x) 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;

- (xi) 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;
- (xii) have anyone who has an ownership interest in your Home sign this Lease;
- (xiii) return any documents We send you for signature (like Incentive claim forms) within seven (7) days of receiving them;
- (xiv) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component;
- (xv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;
- (xvi) not turn the System on without Our permission;
- (xvii) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;
- (xviii) maintain and make available, at your cost, a functioning Internet connection, via either one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s), secure access to your wireless home internet, or the purchase of a SunPower cellular plan at all times during the Lease Term;
- (xix) keep your SunPower Monitoring System connected at all times; and
- (xx) 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 Installer.

(c) Installation, Insurance, Repair and Our Obligations:

We agree to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) design and procure the System according to written plans you review;
- (iii) notify you if the System design has to be materially changed so that you can review any such changes;
- (iv) give you reasonable notice when Installer or its contractors need to access the System and/or your Property;
- (v) keep your Property reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the installation process;
- (vi) require the Installer to ensure the removal of Installer's or its contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around your Property prior to utility approval of the System;
- (vii) guarantee that any roof penetrations made for the System shall be completely weather-tight for the period of twelve (12) years;
- (viii) return your Property to a condition similar to its original condition at the completion of installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to paragraph (d) below);
- (ix) require the Installer to carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of a contractor's insurance coverage;
- (x) be solely responsible for damage caused to your Property, property of third parties, or bodily injury arising from the installation caused by Installer or its agents;

- (xi) 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. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.
- (xii) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;
- (xiii) 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
- (xiv) not put a lien on your Home or Property.

(d) Services not included in the Installation

This Lease does not include an obligation by Us or Installer to:

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

If an obligation listed as an exclusion in this paragraph (d) (an "Excluded Service") must be performed in order to properly complete the installation of the System, Installer will promptly notify you of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to you for Installer to perform such Excluded Services. You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's installation schedule.

(e) 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 must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) 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.

(g) Access to the System

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 performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. 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.

(h) 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) 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.

6. WARRANTY

TO THE FULLEST EXTENT 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.

By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

DA

Lessee's Initials:

7. NOT USED

8. CONDITIONS PRIOR TO INTERCONNECTION OF THE SYSTEM

(a) Our Obligation to Lease

Our obligations to lease the System are conditioned on the following items having been completed to Our reasonable satisfaction:

- (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) receipt of all necessary zoning, land use and building permits; and
- (iii) Your completion of any renovations, improvements or changes reasonably required at Your Home or on the Property (e.g., removal of a tree or roof repairs necessary to enable Us to safely install the System).

We may terminate this Lease prior to the interconnection of the System without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond Our reasonable control.

(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 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 (provided that We have given you at least two weeks' notice 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.

(c) Post-Installation Changes

After the System has been installed, if We determine that the System will not produce the amount of energy estimated on Page 1 of this Lease, and We are unable to increase the System's production by increasing the System size or other commercially reasonable means, We may present to You a modification detailing reductions to both your Monthly Payments and the Production Guarantee set forth in Table A of Exhibit A. Any such modification will be presented to You no later than one hundred and eighty (180) days after System interconnection. The modification will be deemed accepted by You and incorporated as an amendment to this Lease on the earlier of (a) the date you sign the modification, and (b) thirty (30) days after the modification has been sent to You. Under no circumstances will this Section 8(c) (POST-INSTALLATION CHANGES) permit: (a) a reduction of your Monthly Payments and/or Production Guarantee by more than ten percent (10%); or (b) an increase of your Monthly Payments and/or Production Guarantee in any amount.

By initialing below, you acknowledge and that We may modify your Monthly Payments and Production Guarantee as set forth above.

DA

Lessee's Initials:

9. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. 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.

10. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the Lease Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. 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. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You 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 is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

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

11. PURCHASING THE SYSTEM

a. **Purchase Option.** You have the option to purchase the System as follows:

- (i) Upon the fifth (5th) anniversary of the Lease Term Start Date;
- (ii) If you sell your Home at any time during the Lease Term;
- (iii) At the end of the Lease Term; or
- (iv) In the event of Our default pursuant to Section 16(b)(DEFAULT).

b. **Purchase Price.** In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent