

# SUNPOWER®

Hello Arvind Govindarajan,

We are excited to partner with Technology Credit Union (Tech CU) to help you go solar! We sincerely appreciate and support your commitment to energy and financial independence.

Our goal is to provide you financing that is simple, affordable, and easy to understand. To this end, we have provided the key details and terms of your solar financing below. We'd also like to introduce our lending partner, Tech CU, a Silicon Valley-based credit union that is a leader in providing financing for innovative, environmentally-friendly products (such as solar systems). Once Tech CU approves your credit and the solar system is installed, Tech CU will advance the funds to pay for the solar system, extending you credit under a solar loan. Tech CU will service your loan and will contact you directly with payment details after installation.

## What Happens Next:

- You are signing your Solar Energy Loan Agreement and Promissory Note ("Loan Agreement") and other related documents electronically. After signing these documents electronically, you can download the Loan Agreement and DocuSign will send you a copy electronically. You can also retrieve this through DocuSign any time after signing.
- Due to installation timelines, it may take up to 180 days before your loan is set up with Tech CU." Installation" is considered to be substantially complete on the date the solar system is attached to the Residence.
- Tech CU will not advance funds to your solar installer until after installation is substantially completed.

## Payment Information:

- The interest rate on your loan shown in the Amortization schedule, TILA, and Loan Agreement below is based on your selected payment method in the TCU ACH Opt In Form. A 0.25% discount is offered if you opt in for ACH. If you did not opt in for ACH in the Opt In Form prior to contract creation, you can still choose to pay via ACH later, however you will NOT be able to obtain the discounted APR. **The discount rate cannot be applied after the loan has funded.** To change your payment method to ACH without the APR discount, contact SunPower at (800) 786-7693 before your system is fully installed. If you elect the ACH payment method prior to funding and you change your ACH payment method any time after the loan has funded, you may be subject to the corresponding higher rate, as determined by Tech CU.

	Loan Amount	Term (Months)	APR	Monthly Payment		
				First 17 Payments	Payment18+ with Voluntary Payment*	Payment18+ without Voluntary Payment**
<b>Non-ACH (Standard)</b>	\$55,353.78	120	4.24%	\$411.46	\$411.46	\$605.62
<b>ACH (Reduced)</b>	\$55,353.78	120	3.99%	\$406.02	\$406.02	\$598.24

\* Monthly payment for payments 18 and beyond when **YOU MAKE** the Stated Voluntary Payment to reduce the principal balance of your loan.

\*\* Monthly payment for payment 18 and beyond when **YOU DO NOT** make the Stated Voluntary Payment to reduce the principal balance of your loan.

The last payment amount may differ from the remaining payment amounts.

- Your first monthly payment is due approximately 60 days after the system is installed.** The monthly payment is not contingent on your system generating electricity. In other words, payments may be required before you are connected to the utility. The first payment date on your Loan Agreement is an estimate only.

- When you make payments, Tech CU will apply these first to outstanding charges, then to accrued but unpaid interest, then to the unpaid total balance. Optional principal only payments may be applied as long as scheduled payments are current.
- You may prepay the unpaid balance in full or in part at any time without penalty.  
A partial prepayment will not affect the amount or timing of subsequent monthly payments. Prepayments will not advance the due date more than 60 days, you should continue to make a monthly loan payment.
- **No portion of this loan is interest free. Interest accrues on the full unpaid balance of the total amount financed on a daily basis from the date your system is installed.**
- Extended first payment periods and payment deferrals will increase the amount of interest you will owe.
- One or more payments made after any extended first payment or deferral period may only pay some of the accrued interest. Such payments may be insufficient to reduce the amount applied to your principle balance. **One or more payments may only be sufficient to satisfy the amount of the deferred interest that is due.**

**Important Reminders:**

- Your obligation to repay this loan is independent of system performance.
- **You authorize Tech CU to file a UCC lien securing its interest in the solar equipment. The UCC lien will appear as a lien against the fixtures (solar panels, inverters, battery, and other equipment purchased) on county real estate property records. This is not a lien on your home but will appear on title searches.**
- We may disable the system in the event of default.
- **Please consult your tax advisor regarding your eligibility for the Federal Investment Tax Credit.** Your loan and your requirement to make payments is not contingent on the availability or your receipt of a tax credit or other benefit.
- **To protect your solar system from an unforeseen disaster, you should reach out to your insurance provider and update your personal property coverage to include the solar system.**

This Summary of Key Loan Terms highlights important information and provides a high-level overview of the Loan Agreement. Prior to signing, please review the full loan package provided to you, including this page and the Loan Agreement, to understand the terms that you are agreeing to. If you have any questions or concerns, please call us at (800) 786-7693 or email us at [SunPowerFinancing@sunpowercorp.com](mailto:SunPowerFinancing@sunpowercorp.com).

Borrower: *LG*

Sample Amortization Schedule for 120 month Solar Loan with a 3.99% APR

**This is an example and may not reflect the actual amount or terms of your loan. Your results may vary based on loan amount, annual percentage rate (APR), your selected payment method, payment amounts, and the timing of your payments.**

- The tables below illustrate the schedule of payments for the first two years of a \$55,353.78 solar system where payment is deferred for the first 60 days after installation. The table on top shows the payment schedule if a prepayment is made **by the 17<sup>th</sup> scheduled payment**. In this case, the monthly payment **should** remain the same for the entire term of the loan. The 2<sup>nd</sup> table illustrates the payment schedule if **no** prepayment is made **by the 17<sup>th</sup> scheduled payment**. In this case, the monthly payment amount increases **with the 18<sup>th</sup> scheduled payment** and remains at this higher amount through the remaining term of the loan.

**Pre-Payment Amortization Table**

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2023-07-09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,353.78
1.0	2023-08-09	\$55,353.78	\$187.58	\$0.00	\$0.00	\$0.00	\$0.00	\$187.58	\$55,353.78
2.0	2023-09-09	\$55,353.78	\$187.58	\$406.02	\$0.00	\$375.16	\$30.86	\$0.00	\$55,322.93
3.0	2023-10-09	\$55,322.93	\$181.43	\$406.02	\$0.00	\$181.43	\$224.59	\$0.00	\$55,098.33
4.0	2023-11-09	\$55,098.33	\$186.72	\$406.02	\$0.00	\$186.72	\$219.30	\$0.00	\$54,879.03
5.0	2023-12-09	\$54,879.03	\$179.97	\$406.02	\$0.00	\$179.97	\$226.05	\$0.00	\$54,652.98
6.0	2024-01-09	\$54,652.98	\$184.70	\$406.02	\$0.00	\$184.70	\$221.32	\$0.00	\$54,431.66
7.0	2024-02-09	\$54,431.66	\$183.95	\$406.02	\$0.00	\$183.95	\$222.07	\$0.00	\$54,209.60
8.0	2024-03-09	\$54,209.60	\$171.38	\$406.02	\$0.00	\$171.38	\$234.64	\$0.00	\$53,974.96
9.0	2024-04-09	\$53,974.96	\$182.41	\$406.02	\$0.00	\$182.41	\$223.61	\$0.00	\$53,751.35
10.0	2024-05-09	\$53,751.35	\$175.79	\$406.02	\$0.00	\$175.79	\$230.23	\$0.00	\$53,521.12
11.0	2024-06-09	\$53,521.12	\$180.88	\$406.02	\$0.00	\$180.88	\$225.14	\$0.00	\$53,295.98
12.0	2024-07-09	\$53,295.98	\$174.30	\$406.02	\$0.00	\$174.30	\$231.72	\$0.00	\$53,064.26
13.0	2024-08-09	\$53,064.26	\$179.33	\$406.02	\$0.00	\$179.33	\$226.69	\$0.00	\$52,837.57
14.0	2024-09-09	\$52,837.57	\$178.57	\$406.02	\$0.00	\$178.57	\$227.45	\$0.00	\$52,610.12
15.0	2024-10-09	\$52,610.12	\$172.06	\$406.02	\$0.00	\$172.06	\$233.96	\$0.00	\$52,376.16
16.0	2024-11-09	\$52,376.16	\$177.01	\$406.02	\$0.00	\$177.01	\$229.01	\$0.00	\$52,147.14
17.0	2024-12-09	\$52,147.14	\$170.55	\$406.02	\$0.00	\$170.55	\$235.47	\$0.00	\$51,911.67
18.0	2025-01-09	\$51,911.67	\$175.92	\$406.02	\$16,606.14	\$175.92	\$16,836.24	\$0.00	\$35,075.43
19.0	2025-02-09	\$35,075.43	\$118.86	\$406.02	\$0.00	\$118.86	\$287.16	\$0.00	\$34,788.27
20.0	2025-03-09	\$34,788.27	\$106.48	\$406.02	\$0.00	\$106.48	\$299.54	\$0.00	\$34,488.73
21.0	2025-04-09	\$34,488.73	\$116.87	\$406.02	\$0.00	\$116.87	\$289.15	\$0.00	\$34,199.59
22.0	2025-05-09	\$34,199.59	\$112.16	\$406.02	\$0.00	\$112.16	\$293.86	\$0.00	\$33,905.72
23.0	2025-06-09	\$33,905.72	\$114.90	\$406.02	\$0.00	\$114.90	\$291.12	\$0.00	\$33,614.60
24.0	2025-07-09	\$33,614.60	\$110.24	\$406.02	\$0.00	\$110.24	\$295.78	\$0.00	\$33,318.82

**Non Pre-Payment Amortization Table**

End of Period	Date	Beginning Balance	Interest Accrual	Monthly Payment	Tax Credit PrePayment	Interest Applied	Principal Applied	Accrued Interest	Ending Balance
0.0	2023-07-09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,353.78
1.0	2023-08-09	\$55,353.78	\$187.58	\$0.00	\$0.00	\$0.00	\$0.00	\$187.58	\$55,353.78
2.0	2023-09-09	\$55,353.78	\$187.58	\$406.02	\$0.00	\$375.16	\$30.86	\$0.00	\$55,322.93
3.0	2023-10-09	\$55,322.93	\$181.43	\$406.02	\$0.00	\$181.43	\$224.59	\$0.00	\$55,098.33
4.0	2023-11-09	\$55,098.33	\$186.72	\$406.02	\$0.00	\$186.72	\$219.30	\$0.00	\$54,879.03
5.0	2023-12-09	\$54,879.03	\$179.97	\$406.02	\$0.00	\$179.97	\$226.05	\$0.00	\$54,652.98
6.0	2024-01-09	\$54,652.98	\$184.70	\$406.02	\$0.00	\$184.70	\$221.32	\$0.00	\$54,431.66
7.0	2024-02-09	\$54,431.66	\$183.95	\$406.02	\$0.00	\$183.95	\$222.07	\$0.00	\$54,209.60
8.0	2024-03-09	\$54,209.60	\$171.38	\$406.02	\$0.00	\$171.38	\$234.64	\$0.00	\$53,974.96
9.0	2024-04-09	\$53,974.96	\$182.41	\$406.02	\$0.00	\$182.41	\$223.61	\$0.00	\$53,751.35
10.0	2024-05-09	\$53,751.35	\$175.79	\$406.02	\$0.00	\$175.79	\$230.23	\$0.00	\$53,521.12
11.0	2024-06-09	\$53,521.12	\$180.88	\$406.02	\$0.00	\$180.88	\$225.14	\$0.00	\$53,295.98
12.0	2024-07-09	\$53,295.98	\$174.30	\$406.02	\$0.00	\$174.30	\$231.72	\$0.00	\$53,064.26
13.0	2024-08-09	\$53,064.26	\$179.33	\$406.02	\$0.00	\$179.33	\$226.69	\$0.00	\$52,837.57
14.0	2024-09-09	\$52,837.57	\$178.57	\$406.02	\$0.00	\$178.57	\$227.45	\$0.00	\$52,610.12
15.0	2024-10-09	\$52,610.12	\$172.06	\$406.02	\$0.00	\$172.06	\$233.96	\$0.00	\$52,376.16
16.0	2024-11-09	\$52,376.16	\$177.01	\$406.02	\$0.00	\$177.01	\$229.01	\$0.00	\$52,147.14
17.0	2024-12-09	\$52,147.14	\$170.55	\$406.02	\$0.00	\$170.55	\$235.47	\$0.00	\$51,911.67
18.0	2025-01-09	\$51,911.67	\$175.92	\$406.02	\$0.00	\$175.92	\$230.10	\$0.00	\$51,681.57
19.0	2025-02-09	\$51,681.57	\$175.14	\$598.24	\$0.00	\$175.14	\$423.10	\$0.00	\$51,258.46
20.0	2025-03-09	\$51,258.46	\$156.89	\$598.24	\$0.00	\$156.89	\$441.35	\$0.00	\$50,817.12
21.0	2025-04-09	\$50,817.12	\$172.21	\$598.24	\$0.00	\$172.21	\$426.03	\$0.00	\$50,391.08
22.0	2025-05-09	\$50,391.08	\$165.26	\$598.24	\$0.00	\$165.26	\$432.98	\$0.00	\$49,958.10
23.0	2025-06-09	\$49,958.10	\$169.30	\$598.24	\$0.00	\$169.30	\$428.94	\$0.00	\$49,529.15
24.0	2025-07-09	\$49,529.15	\$162.43	\$598.24	\$0.00	\$162.43	\$435.81	\$0.00	\$49,093.34

Borrower:

UG

## Language Acknowledgement

### English

I, Arvind Govindarajan, acknowledge and agree that the terms as set forth in the Home Improvement Contract and Loan Agreement dated April 10, 2023 were negotiated in English. I further acknowledge that I understood these negotiated terms and agreed to said terms, and as proof of my understanding and agreement, affixed my signature to the Home Improvement Contract and Loan Agreement. I further acknowledge that I had the opportunity to consult an independent translator, if needed, and/or with independent legal counsel in connection with this acknowledgment

### Spanish

Yo, Arvind Govindarajan, reconozco y acepto que los términos establecidos en el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo con fecha de April 10, 2023 se negociaron en inglés. Además, reconozco que comprendí estos términos negociados y acepté dichos términos, y, como prueba de ello, firmé el Contrato de Mejora de la Vivienda y el Acuerdo de Préstamo. Además, reconozco que tuve la oportunidad de consultar a un traductor independiente, si lo consideré necesario, y/o a un asesor legal independiente en relación con este reconocimiento.

### Korean

본인, Arvind Govindarajan 은(는) April 10, 2023 일자의 주택 개량 공사 계약 및 대출 약정에 명시된 조건이 영어로 협상되었음을 인정하고 동의합니다. 또한 본인은 이러한 협상 조건을 이해하고 해당 조건에 동의했으며, 본인의 이해와 동의의 증거로 주택 개량 공사 계약 및 대출 약정에 서명을 기재했음을 인정합니다. 또한 본인은 이러한 인정과 관련하여 필요한 경우 독립적 번역가 및/또는 독립적 변호사와 상담할 기회가 있었음을 인정합니다.

### Tagalog

Kinikilala at sinasang-ayunan ko, Arvind Govindarajan, na ang mga tuntuning itinakda sa Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang na may petsang April 10, 2023 ay pinagkasunduan sa English. Kinikilala ko rin na nauunawaan ko ang mga napagkasunduang tuntuning ito at sinasang-ayunan ko ang mga nasabing tuntunin, at bilang katibayan ng aking pag-unawa at pagsang-ayon, nilagdaan ko ang Kontrata sa Pagpapaayos sa Tahanan at Kasunduan sa Pautang. Kinikilala ko rin na nagkaroon ako ng pagkakataong kumonsulta sa isang hiwalay na tagapagsalin, kung kailangan, at/o sa isang hiwalay na abogado hinggil sa pagkilalang ito

### Vietnamese

Tôi, Arvind Govindarajan, xác nhận và đồng ý rằng các điều khoản trong Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay ngày April 10, 2023 đã được thỏa thuận bằng tiếng Anh. Tôi cũng xác nhận rằng tôi đã hiểu rõ nội dung và đồng ý với các điều khoản đã được thỏa thuận nói trên, và nhất trí ký tên vào Hợp đồng Cải tạo Nhà và Hợp đồng Cho vay để làm bằng chứng. Tôi cũng xác nhận rằng tôi đã có cơ hội tham vấn một biên dịch viên độc lập, nếu cần, và/hoặc một luật sư độc lập liên quan đến việc xác nhận này.

### Chinese

我，Arvind Govindarajan，确认并同意日期为 April 10, 2023 的《家居装修合同和贷款协议》中规定的条款，是以英语议定的。我进一步确认，我理解这些拟定的条款并同意上述条款，作为我对其的理解并同意其条款的证明，我在《家居装修合同和贷款协议》中签名。我进一步确认，我有机会就对此确认条文咨询独立翻译员（如有必要）和/或独立法律顾问

**SOLAR ENERGY SYSTEM LONG-TERM  
LOAN AGREEMENT AND PROMISSORY NOTE  
NONNEGOTIABLE CONSUMER NOTE**

Loan Number: 5017533

Date: April 10, 2023

Arvind Govindarajan  
Borrower: Name and Residence Address

15 Grist Mill Lane, Pembroke, MA 02359

Co-Borrower: Name and Residence Address

**DEFINITIONS:** As used in this Long-Term Loan Agreement and Promissory Note ("Note"), "you" and "your" mean Borrower (Buyer of the System) and any Co-Borrower (Co-Buyer of the System), and "we," "us" and "our" mean Technology Credit Union ("Lender"), 2010 North First Street, San Jose, CA 95131, and any subsequent holder of this Note. For purposes of the Note provisions under the captions "**GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS**" (except the first sentence) and "**ARBITRATION PROVISION**," "you" and "your" also include any trust or limited liability company (either, "Entity Owner") that owns the residence located at the Borrower address set forth above (the "Residence"). "Contractor" means SunPower Corp, Inc. "Loan" means the loan evidenced by this Note (this "Note"). You are purchasing one of the following: (1) a solar energy system, (2) a solar energy system including electricity storage equipment, or (3) electricity storage equipment (each of which are referred to as the "System"). "Installation" is complete and the System is "Installed" on the date the System is substantially completed. The System does not need to be connected to a power grid or operating to be considered Installed for purposes of this Note.

**TRUTH IN LENDING ACT ("TILA") DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE ("APR")</b>	<b>FINANCE CHARGE (e)</b>	<b>Amount Financed (e)</b>	<b>Total of Payments (e)</b>
<b>3.99%</b>	<b>\$12,568.45</b>	<b>\$55,353.78</b>	<b>\$67,922.23</b>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments

**Payment Schedule (e):** Monthly payments are due commencing approximately two months after installation of the System, as follows: 17 payments of \$406.02, followed by 101 payments of \$598.24 and a single payment of \$597.65.\*

**Late Fee:** If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater.

**Security Interest:** You are giving us a security interest in the solar panels and inverters, electricity storage equipment (if any) and other readily detachable equipment included in or purchased in conjunction with the System, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Equipment") and in your contractual and other rights, if any, regarding renewable energy credits and similar benefits.

**Prepayment:** If you pay this Loan early, you will not have to pay a penalty.

**Contract Reference:** See the remainder of this Note for any additional information about nonpayment, default, our right to accelerate maturity of this Note and prepayment rebates and penalties.

"(e)" means an estimate

Borrower:

*Arvind Govindarajan*

Date:

4/10/2023

\* Both Payment Schedules assume no voluntary payments. If you make all required payments on time and in full and also pay \$16,606.14 on the scheduled date of your 17<sup>th</sup> payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments.

**ITEMIZATION OF AMOUNT FINANCED**

Amount Financed/Gross Amount Due to Contractor for Solar System.....\$55,353.78

**CT RESIDENTS: THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.**

**FL RESIDENTS:** Florida documentary stamp tax in the amount required by law will be paid directly to the Department of Revenue. **The Florida documentary stamp tax will be paid only if the Residence is in Florida.**

**BUYER'S RIGHT TO CANCEL**

**This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.**

**IA RESIDENTS: THIS IS A CONSUMER CREDIT TRANSACTION.**

**IA AND KS RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

**TN RESIDENTS:** Maximum principal indebtedness for Tennessee recording tax purposes is \$0.115 for each \$100 of loan amount, with the first \$2,000 of loan amount exempt from the recording tax. **The Tennessee recordation tax will be paid only if the Residence is in Tennessee.**

<p>BY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS NOTE, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS BELOW AND IN THE ATTACHED ARBITRATION PROVISION. YOU AGREE BOTH INDIVIDUALLY AND FOR PURPOSES OF THE NOTE PROVISIONS UNDER THE CAPTION "GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS" (EXCEPT THE FIRST SENTENCE) AND "ARBITRATION PROVISION," AS A PERSON AUTHORIZED TO SIGN THIS NOTE ON BEHALF OF ANY ENTITY OWNER. BY CONSIDERING YOUR APPLICATION FOR THE LOAN, WE AGREE TO THE TERMS OF THIS NOTE. YOU SPECIFICALLY AND SEPARATELY AGREE THAT WE MAY DIRECTLY OR REMOTELY DISABLE THE FUNCTIONING OF THE SYSTEM IF THERE IS A DEFAULT, AS DESCRIBED IN THE "ACCELERATION; DEFAULT REMEDIES" SECTION. YOU ACKNOWLEDGE THAT, BEFORE SIGNING THIS NOTE, YOU RECEIVED A LEGIBLE, SIGNED, DATED AND COMPLETELY FILLED-IN COPY OF THIS NOTE (INCLUDING THE ATTACHMENTS).</p>	<p>RI RESIDENTS: Notice to Buyer: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full, unpaid balance due under this agreement and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, that shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the attached notice of cancellation form for an explanation of buyer's rights.</p>	<p>WI RESIDENTS: NOTICE TO CUSTOMER (A) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON EACH PAGE, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.</p>
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Borrower:

*Arvind Govindarajan*

Date:

4/10/2023

**BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**ADDITIONALLY, THE SELLER IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE 3-BUSINESS-DAY PERIOD IN WHICH YOU CAN CANCEL THE TRANSACTION.**

**THE ARBITRATION PROVISION ATTACHED AS EXHIBIT A WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND CONTRACTOR. FOR EXAMPLE, WE (OR CONTRACTOR) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.**

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

## ADDITIONAL TERMS AND CONDITIONS

**ADVANCES TO FINANCE SYSTEM INSTALLATION; CONDITIONAL APPROVAL:** You have entered into an agreement with Contractor (the "Contractor Agreement") for Contractor to sell you and install the System at your address as set forth on page 1 of this Note (the "Residence"), subject to your receipt of all necessary financing. We have granted you conditional approval for the necessary financing under this Note. Our final approval, and our funding of the Loan, are subject to our review and approval of the original document package assembled by Contractor, including the Contractor Agreement, your application for credit (the "Application"), this Note, and any evidence we require that you are an owner(s) of the Residence. Our final review and funding are also subject to Contractor's receipt from you and third parties of any and all other amounts to which it is entitled under the Contractor Agreement. "Installation" is complete on the date the System is attached to the Residence. The System does not need to be connected to a power grid or operating to be considered installed for purposes of this Note.

If the system is not installed within 180 calendar days after credit submission, we will either terminate or extend this Note. This Note will terminate upon delivery of notice of termination of the Contractor Agreement (a "Termination of Home Improvement Contract") to you. If we terminate this Note, you and we will have no further obligations under this Note. If you do not receive notice of termination, you and we may agree to extend the terms of this Note for 180 days by signing a Borrower Acknowledgement.

**INTEREST; PROMISE TO PAY:** When the System is Installed, you agree to pay the Amount Financed disbursed by us (equal to the amount owed by you to the Contractor and satisfied by the Loan) together with interest on the unpaid principal balance of the Amount Financed from time to time commencing on the Installation date and ending on the date of payment in full. Interest is charged at a Daily Rate of 0.0109% (which corresponds to an annual rate of 3.99%). The Amount Financed and your monthly payment amount are shown on the Payment Schedule included in the **TILA DISCLOSURES**. See the section of this Note captioned "**POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT.**" Payments will be due on the same day of each month, commencing approximately two months after the date of Installation of the System. On the date of your final required payment (the "Maturity Date"), any unpaid balance under this Note will be payable in full. The final required payment will likely vary somewhat from prior required payments (and the estimated amount in the **TILA DISCLOSURES**) due to, among other things, any payments not made on the scheduled payment date, the differing lengths of months, and monthly anniversaries of the initial payment date that fall on days that are not business days.

**PREPAYMENTS; POSSIBLE CHANGE IN PAYMENT SCHEDULE:** You may prepay the unpaid Amount Financed in whole or in part at any time. On the date of your 17<sup>th</sup> scheduled payment, we will change your subsequent payment schedule, if necessary, so that your remaining outstanding balance would be repaid in full over the remaining life of the Loan through substantially equal monthly payments, commencing on the scheduled date of your 18<sup>th</sup> payment. If you make all required payments on time and in full and also voluntarily pay \$16,606.14 on or before the scheduled date of your 17<sup>th</sup> payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments. Except as set forth above and unless we otherwise agree, a partial prepayment will not affect the amount or timing of subsequent monthly payments.

**PAYMENT APPLICATION:** Subject to applicable law, we will apply payments (including any voluntary payments) first to outstanding charges, then to accrued but unpaid interest, then to the unpaid balance of the Amount Financed. Because interest accrues on the unpaid principal balance of the Amount Financed on a daily basis, extended first payment periods and payment deferrals will increase the amount of interest you owe. One or more payments made after any extended first payment or deferral period may only pay accrued interest. Such payments may be insufficient to reduce the Amount Financed.

**POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT:** This Note may be executed prior to the time that Contractor has completed a full site audit of the Residence ("Site Audit"). The Site Audit may reveal that changes to the proposed System are necessary or desirable. These changes may increase or decrease the cost of the System. If the System cost is increased, you agree to enter into a new loan agreement and promissory note to reflect the increased loan amount, subject to credit approval. If the System cost is reduced, you agree to enter into a new loan agreement and promissory note to reflect the decreased loan amount. If you and we enter into a new loan agreement and promissory note (New Note), the New Note (and not this Note) will govern.

**GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS:** You represent that you and/or an Entity Owner over which you have signing authority are an owner(s) of the Residence. You hereby grant us a first priority purchase-money security interest in, and assign to us as collateral under this Note (the "Collateral"): (i) the Equipment, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Tangible Collateral"); (ii) all agreements previously or subsequently entered into by you and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, whether currently identified or identified any time in the future, attributable to the generation from the Equipment, and its avoided emission of pollutants provided to you, regarding renewable energy credits, tradable generation rights, pollution/emission credits or other associated benefits; the sale of

credits, credit certificates or similar items for greenhouse gas reduction, the generation of green power or renewable energy; or similar matters (collectively, "Environmental Incentives"); and (iii) all proceeds and revenues resulting from the foregoing. You will sign and deliver to us (and cause any Entity Owner to sign and deliver to us) any document that is or may be required to perfect our security interest in the Collateral. Except for Delaware and Illinois residents and except where prohibited by applicable law, you irrevocably appoint us as your attorney-in-fact to sign, file and/or record any such document on your behalf.

You and we agree that the Tangible Collateral is not difficult to remove from the Residence and that it is not intended to be a fixture or to become a permanent part of the Residence. You agree that you will not make the Tangible Collateral (or allow any Entity Owner to make the Tangible Collateral) a permanent part of the Residence unless and until you first pay all amounts outstanding under this Note. Accordingly, you agree that our security interest is a security interest in personal property and not a security interest in real property or in the Residence. However, you understand that we will make a fixture filing covering the Equipment. You further understand and agree that, at our election, we may enforce rights in the Tangible Collateral under the Uniform Commercial Code and/or under any applicable state real estate or mortgage law.

You agree to maintain the System in good operating condition and will not remove the System from the Residence without our prior written approval. In order to protect our interest in the Tangible Collateral, you agree that we shall have the right, but not the obligation, to monitor performance of the System, both directly and remotely, and to undertake servicing and maintenance of the System, directly or through third parties, including Contractor. You will allow us to remotely monitor System performance and we will have the right to use any monitoring information we obtain and to disclose such information to affiliated or unaffiliated third parties for any purpose, provided that we will not disclose any personally identifiable monitoring information to any unaffiliated third party for any purpose other than to facilitate maintenance or repair of the System or to enforce our rights under this Note. Upon any event of default and after we give you any notice and right to cure required by applicable law, and/or to the extent necessary to perform any maintenance we elect to perform, you grant us (and will cause any Entity Owner to grant us) and our agents, employees and contractors a non-exclusive right to access the Residence, as necessary or convenient to enforce our rights under this Note, including to access, disable and/or remove the System or make any necessary modifications to the System. We will provide you with reasonable notice of our need to access the Residence prior to doing so, which notice may be by an email or recorded telephone message. You will ensure that our access rights are preserved and will not interfere with or allow any third party to interfere with such rights or access. So long as any amounts remain unpaid under this Note, you agree to: (1) ensure that any modifications, attachments, improvements, revisions and/or additions to the System are made solely by qualified and properly licensed contractors; (2) execute and deliver any interconnection agreement required by your local electrical distribution system; (3) promptly notify us upon discovery of damage, malfunction or theft of the System; and (4) use the System primarily for personal, family or household purposes.

**MONITORING AND MAINTENANCE:** You understand that you are solely responsible for proper maintenance and operation of the System. However, in our absolute discretion, we may elect voluntarily to provide you, directly or through contractors of our choice, including Contractor, System monitoring and maintenance services, a help line to address System performance issues and/or referrals to qualified maintenance and repair companies or personnel. Notwithstanding any language in this Note, any other document provided to you or any statement made to you, excepting only any separate warranty we give you, we have no obligation to provide (or continue to provide) such services to you.

**FEES:** If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater. If any payment you make is returned unpaid for insufficient funds, you will be charged a returned payment fee of \$20.

**COMPLETION CERTIFICATE:** Upon our request, once the System is installed you agree to sign and deliver to us a Completion Certificate certifying to such installation.

**EVENTS OF DEFAULT:** Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within ten (10) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) any representation or warranty made by you in this Note or any statement made by you in the Application proves to have been false or misleading in any material respect when made; (4) you fail to advise us of any material adverse development in your creditworthiness from the time of the Application to the date of this Note; (5) you violate any law or utility system requirement in connection with the System, including operation of the System prior to receipt of permission from your utilities provider to operate the System and connect it to the utility's electrical grid; (6) you take any action or fail to take any action resulting in a termination of any manufacturer or Contractor warranties in connection with the System; (7) you attempt to assign or transfer this Note, or you sell or vacate the Residence, (8) any party, including a lender that has made or subsequently makes any loan secured by the Residence, asserts that it has rights in the Collateral that are superior to our rights in the Collateral; (9) your estate fails to acknowledge its obligations under this Note upon our request after your death, in a written document acceptable to us in our reasonable discretion; (10) you make an assignment or any general arrangement for the benefit of creditors; have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any

bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (11) you otherwise become bankrupt or insolvent (however evidenced) or are unable to pay your debts as they fall due; (12) any mortgage on the Residence is foreclosed; or (13) more than fifty percent of the System is destroyed or stolen. If required by applicable law, we will only consider you in default for other than non-payment if our prospect of payment, performance or ability to realize upon the Collateral is significantly impaired.

**ACCELERATION; DEFAULT REMEDIES:** Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note (including any notice, cure and/or redemption rights provided by applicable law), and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, upon any default, we may: (1) declare immediately due and payable the entire unpaid balance of the Amount Financed, plus accrued and unpaid interest and any other amounts lawfully due hereunder (or choose not to “accelerate” this Note in such manner); (2) remotely disable the functioning of the System, whether or not we then attempt to remove the Equipment; (3) enter upon the Residence and disable and/or remove the Equipment (or leave the System in place); (4) sell or otherwise dispose of any Collateral, including the Tangible Collateral and/or any Environmental Incentives (or defer disposing of the Collateral); (5) assume your rights under any Environmental Incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you; (6) initiate a collection action against you; (7) recover our costs of repossession, storage and collection; and (8) exercise any other rights provided by this Note or applicable law. If the Residence is in Connecticut, before remotely disabling the functioning of the System, we will give you at least 15 days’ advance written notice of our intent to do so. The notice will describe the default we believe entitles us to remotely disable the functioning of the System and will include the name, title, address and telephone number of a person with whom you may communicate about our security interest. Except as prohibited by applicable law, interest will continue to accrue after maturity or acceleration of this Note (and after any judgment) at the Daily Rate shown above in the “INTEREST; PROMISE TO PAY” section of this Note. Any waiver of our rights must be in writing, and any waiver of any default will not constitute a waiver of any subsequent or continuing default.

**ATTORNEYS’ FEES:** Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, in the event we obtain a judgment against you after an event of default involving a payment delinquency of at least ten days, you agree to pay our reasonable attorney’s fees that are paid to an attorney who is not our employee and that are incurred in the collection of this Note.

**ASSIGNMENT; TRANSFER; HOME SALE:** If you sell (or any Entity Owner sells) the Residence, it is the Lender’s expectation that either you or the purchaser of the Residence (the “Purchaser”) pay off the Loan at the time of the sale. At the sole discretion of the Lender, the Lender may authorize a transfer of this Note to the Purchaser if (and only if) the Purchaser meets the credit and other transfer criteria and signs an instrument, in a form the Lender provides, agreeing to be bound by the terms of this Note as obligor hereunder. The Lender may modify credit and transfer criteria from time to time without notice to you in Lender’s sole discretion. You may not transfer this Note to any person other than a Purchaser of the Residence, and may only do so subject to Lender’s approval.

**SUCCESSORS AND ASSIGNS:** This Note will be binding upon and inure to the benefit of Lender, all future holders of this Note, Borrower, and their respective successors and permitted assigns. Except as set forth herein, Borrower may not assign or transfer any of its rights or obligations under this Note, or any interest herein or therein, without the prior written consent of Lender, which may be withheld or conditioned in Lender’s sole discretion. Lender may sell, transfer or assign all or any portion of its rights under this Note to any one or more financial institutions, funds, trusts or other investment vehicles or entities, or an agent for such financial institutions, funds, trusts or other investment vehicles or entities, as well as participation interests in Lender’s rights under this Note. Lender may assign this Note and any rights under this Note without notice to or approval by Borrower.

**ENTIRE AGREEMENT:** This Note constitutes the entire agreement of the parties relating to the Loan. This Note replaces any earlier contract of a similar nature. No oral modification is valid.

**NOTICE AND CURE:** Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the System, the Collateral or the work performed by Contractor (as more fully defined in the Arbitration Provision, a “Claim”), the party asserting the Claim (the “Complaining Party”) shall give the other party (the “Defending Party”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. Any Claim Notice to us shall be sent by certified mail, return receipt requested, to **Technology Credit Union at P.O. Box 1409 San Jose, CA 95109 (800-553-0880)** (such address, or any subsequent address we give you notice of, the “Notice Address”), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

**CREDIT REPORTING:** You authorize us to make inquiries concerning your credit history and standing. We may report information about your performance under this Note to credit bureaus (and other parties). **As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit. Late Payments, missed payments or other defaults on this Note may be reflected in your credit report.** If you believe that any information about this Note that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to us at the Notice Address, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

**TRUTHFULNESS OF APPLICATION:** You represent that every statement made in the Application is true, complete and correct and that you are at least 18 years of age.

**TELEPHONE RECORDINGS:** You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.

**CONTACTING YOU; PHONE AND TEXT MESSAGES:** To the extent permitted by applicable law, you authorize us and our affiliates, agents, assigns and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Note, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe under this Note or any other matter. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at 855-326-9784. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

**WAIVER OF RIGHT TO TRIAL BY JURY:** SUBJECT TO APPLICABLE LAW AND ANY LIMITS SPECIFIED IN THE STATE NOTICES AND VARIATIONS SECTION OF THIS NOTE, YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CONTRACT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

**PAYMENT OF DISPUTED BALANCE:** If you wish to make payment in satisfaction of a disputed balance, you must send it to us at the Notice Address, Attn: Disputed Balance, together with a letter of explanation. We may deposit any such payment without such deposit constituting a satisfaction of the disputed balance.

**BANKRUPTCY:** You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Loan number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

**TAX IMPLICATIONS:** Installing a System may entitle you to a tax credit or other benefits. You should consult a tax advisor concerning available benefits and whether you qualify. This Loan and your requirement to make payments does not depend on the availability of any tax benefit or your receipt of any tax credit or deduction.

**GOVERNING LAW:** Lender is located in California. Lender makes all credit decisions, disburses loan proceeds, and services loans in California. Subject to applicable law and any limits specified in the **STATE NOTICES AND VARIATIONS** section of this Note, **this Note is governed by federal law, and in the absence of applicable federal law, the law of the state of California.** In the event of default and collection or repossession, and if the System is located outside of California, any action to collect what you owe will be governed by the law of the state of the Residence.

**STATE NOTICES AND VARIATIONS:** If the Residence is in:

**Arizona:** NOTICE TO BUYER 1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to a copy of this agreement at the time you sign it. 3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges. 4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. 5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

This instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.

**Arkansas:** The Amount Financed shown in the **TILA DISCLOSURES** is the principal charged for any goods, property, or services sold to the borrower.

**California:** You have the right to prohibit the use of information contained in your credit file in connection with transactions not initiated by you. You may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If Lender takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within sixty (60) days a free copy of your consumer credit report from the consumer reporting agency which furnished your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

(AVISO PARA LOS QUE RESIDEN EN CALIFORNIA): SI SU PRÉSTAMO FUÉ NEGOCIADO PRIMERAMENTE EN ESPAÑOL, ESTAMOS OBLIGADOS A PRESENTARLE UNA TRADUCCIÓN EN ESPAÑOL DE LAS DISPOSICIONES REQUERIDAS POR LA REGULACIÓN FEDERAL Z, 12C.F.R. APARTADO 1026.

**Colorado:** Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney for collection, or such additional fees as may be directed by a court.

**Connecticut:** THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney for collection (or 15% of the amount of any judgment we obtain if the cash price of the Equipment exceeds \$50,000).

**Florida:** Your obligation for attorneys' fees will not exceed 10% of the principal amount of the Loan.

**Georgia:** You agree to pay our reasonable attorney's fees in an amount up to 15% of the outstanding principal and interest owed pursuant to this Note.

**Illinois:** If we pledge this Note as security for an obligation we incur, the following applies: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

**Iowa:** THIS IS A CONSUMER CREDIT TRANSACTION.

You will not be required to pay attorneys' fees or collection costs. We will only consider you in default for other than non-payment if the prospect of payment, performance or our realization of the Collateral is materially impaired.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING AGREEMENTS TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND LENDER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND LENDER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BORROWER AND LENDER, EXCEPT AS THEY MAY LATER AGREE IN WRITING TO MODIFY IT.

Kansas: Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney, who is not our salaried employee, for collection. You will not be charged for collection agency fees.

We bear the burden of establishing significant impairment of the prospect of payment, performance, or realization of the Collateral in connection with non-payment defaults.

**NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.**

New York, Rhode Island and Vermont: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this Loan. If you request, (1) you will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, you will be informed of the names and addresses of the credit bureaus that furnished the reports. If Lender agrees to make this Loan to you, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which you applied, reviewing your Loan, taking collection action on the Loan, or legitimate purposes associated with the Loan.

Maine: You agree to pay our costs incurred in realizing on our security interest in the Collateral. You agree to pay attorneys' fees paid to an attorney that is not our salaried employee up to 15% of the unpaid debt, but not any other collection costs. If the rate disclosed above is greater than 12.25%, we do not have the right to be paid back by you for reasonable attorney's fees or collection costs.

Maryland: (1) We elect that the applicable state law is Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article. (2) We may repossess the Equipment with or without resort to legal process.

Massachusetts: Massachusetts law prohibits discrimination based upon sex, gender identity, marital status, age, or sexual orientation.

You will only be in default if you fail to make any payment under this Note in full within ten (10) days after the payment due date or we reasonably believe the value of the Collateral has been impaired.

If this Note is secured by a non-possessory interest in consumer goods, the Events of Default Section of this Note is enforceable only to the extent that the default is material and consists of a failure to make one (1) or more payments as required by the Note or the occurrence of an event that substantially impairs the value of the collateral.

Mississippi: We will apply payments first to accrued but unpaid interest, then to the unpaid balance of the Amount Financed, then to outstanding charges.

Missouri: We will only consider you in default for other than non-payment if our prospect of payment, performance or ability to realize upon the Collateral is significantly impaired.

Your obligation to pay attorney's fees pursuant to this Note will not exceed 15% of the amount due and payable under this Note, together with court costs assessed, if it is necessary to bring suit and this Note is referred for collection to be handled by an attorney who is not our salaried employee.

You agree that we may file this Note with any clerk of the applicable circuit court to evidence that you have agreed to waive your right to a jury trial provided by Missouri law.

**Oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment or debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

New Hampshire: If Lender refers this Note to an attorney for collection, you agree to pay Lender's reasonable attorneys' fees. However, if you prevail in (1) any action, suit, or proceeding Lender brings, or (2) an action brought by you in connection with this Note, reasonable attorneys' fees shall be paid to you. If you successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by Lender, the court may withhold from Lender the entire amount or such portion of the attorneys' fees as the court considers equitable.

New Jersey: This Note is fully enforceable to residents of New Jersey and no provisions are void, unenforceable or inapplicable to residents except as follows: (1) provisions in the Note specifically applicable to residents in state other than New Jersey do not apply to New Jersey residents; and (2) if you reside in New Jersey, any collection fees imposed upon default are limited to 20% of the principal balance and interest outstanding.

North Carolina: You agree to pay our reasonable attorney's fees up to 15% of the principal and interest owing at the time suit is instituted to enforce our security interest in the Collateral and/or to collect the amount owing on this Note.

Ohio: (1) You will not be required to pay attorneys' fees. (2) The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Oklahoma: You agree to pay our reasonable attorney's fees, not in excess of fifteen percent (15%) of the unpaid debt, after default and referral to an attorney not a salaried employee of ours.

South Carolina: Your obligation for attorneys' fees will not exceed 15% of the outstanding principal and interest under this Note.

Texas: If you are in default, we may require you to repay the entire unpaid principal balance, and any accrued interest at once. We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

**This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.**

**Borrower: Arvind Govindarajan**

**Lender: Technology Credit Union**

Utah: This Note is the final expression of the agreement between you and Lender and it may not be contradicted by evidence of an alleged oral agreement. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

You will pay any collection cost we incur, including reasonable attorney fees and court costs, as the law allows. If we hire an attorney or a third-party collection agency to collect what you owe, you will also pay the lesser of: (a) the actual amount we are required to pay to the third-party collection agency or the attorney, regardless of whether that amount is a specific dollar amount or a percentage of the amount owed to us; or (b) 40% of the amount owed to us.

**VERMONT RESIDENTS - NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**Lender is engaged in loan production. EACH BORROWER SHOULD RETAIN A COPY FOR HIS/HER RECORDS.**

West Virginia. You will not be required to pay attorneys' fees or collection costs as a result of a default under this Note.

Wisconsin (if the Amount Financed in the TILA DISCLOSURES is \$25,000 or less): You will only be in default if: (1) you have outstanding an amount exceeding one full payment due under this Note that remains unpaid for more than 10 days after its due date; (2) you fail to pay the first payment or the last payment due under this Note within 40 days of its due date; or (3) you fail to perform or violate any term of this Note the breach of which materially impairs your ability to pay amounts due under the Note or materially impairs the condition, value or protection of or our right in the Collateral. You are not subject to self-help repossession provisions or the repossession, storage, and collection costs provisions in the "Acceleration; Default Remedies" section.

Wisconsin (all Loans): You will not be required to pay attorney's fees. If you are a married Wisconsin resident: (1) your signature confirms that the obligation evidenced by this Note is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes, or court decree under § 766.70 adversely affects our interest unless prior to the time that this Note is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision.

**MARRIED WISCONSIN RESIDENTS MUST FURNISH THEIR NAME AND THEIR SPOUSE'S NAME AND ADDRESS TO: Technology Credit Union, 2010 North First Street, San Jose, Ca 95131**

**MISCELLANEOUS**: Any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the offending provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above

such limit already collected will be credited or refunded to you. If more than one person signs this Note as Borrower or Co-Borrower, your rights and obligations shall be joint and several, and each of you shall be personally liable for all amounts due under this Note. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to the terms of this Note. This Note may be executed electronically or manually. If executed manually, this Note may be executed in counterparts, which will together constitute a single agreement. Any copy of this Note (including a copy printed from an image of this Note that has been stored electronically) may be introduced into evidence in any legal proceeding.

**IMPACT OF SECURITY INTEREST ON POTENTIAL HOME MORTGAGE:** We believe that our security interest in the Equipment should take priority over any mortgage on the Residence, whether such mortgage is granted before or after the date of this Note. It is possible that a lender considering making a loan secured by the Residence, including but not limited to a mortgage refinancing a mortgage now in existence, will deem the Equipment to be part of the Residence and will object to our interest in the Equipment taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our interest in the Equipment is limited to the Equipment and does not extend to any part of the Residence. **However, it is possible that a lender will insist upon repayment of this Note in full before such lender makes a new mortgage loan secured by the Residence.**

**INSURANCE:** You covenant and agree that effective as of the Installation date of the system and at all times until the Loan Amount is paid in full, you will maintain insurance of a type and in an amount sufficient to cover the replacement cost of your Residence and the System. You may obtain property insurance from anyone you choose. This insurance coverage may be provided by any insurer of your choice who is authorized by law to provide such coverage.

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

**EXHIBIT A**

**CLAIM NOTICE REQUIREMENTS and ARBITRATION PROVISION**

**CLAIM NOTICE REQUIREMENTS**

Before you or we assert a claim in any legal proceeding, including any arbitration as described below, the complaining party must give the defending party:

- i. a claim notice providing at least 30 days' written notice of the claim and explaining in reasonable detail the nature of the claim and any supporting facts (a "Claim Notice"); and
- ii. a reasonable good faith opportunity to resolve the claim on an individual basis without the necessity of a proceeding.

If you are the complaining party, you must send any Claim Notice to us at Technology Credit Union, 2010 North First Street, San Jose CA, 95131, Attn: Special Assets Group-Claim Notice. If we are the complaining party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter.

If you and we do not reach an agreement to resolve the claim within 30 days after the Claim Notice is received, the complaining party may start a proceeding, subject to the terms of the Arbitration Provision. Neither you or we may disclose in any proceeding the amount of any settlement demand made by the complaining party or any settlement offer made by the defending party until after the arbitrator or court determines the amount, if any, to which the complaining party is entitled. No settlement demand or settlement offer may be used in any proceeding as evidence or as an admission of any liability or damages.

All terms used in the section have the same meaning as the terms used in the Arbitration Provision below.

**ARBITRATION PROVISION**

**This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign it.**

**EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO:**

- **HAVE A COURT OR A JURY DECIDE THE CLAIM;**
- **OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT;**
- **PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT;**
- **ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR**
- **JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON.**

**THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us, our employees, agents, successors or assigns, which arises out of or relates in any manner to your credit application or this Note, at your or our election (or the election of any holder of this Note), be resolved by neutral, binding arbitration and not by a court action. **Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."**

You may choose the American Arbitration Association ("AAA") to arbitrate or another arbitration organization, subject to our approval. We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law. You may obtain a copy of the rules of the AAA by visiting its web site ([www.adr.org](http://www.adr.org)).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside, or such other place convenient to you as required by the rules of the chosen arbitration organization or governing law.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award shall be in writing. The arbitrator's award will be final and binding, except for any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA").

We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. You and we will be responsible for fees and costs each incur for attorneys, experts and witnesses, unless otherwise required by the arbitrator. If the arbitrator finds that any claim or defense is frivolous or asserted for an improper purpose under the Federal Rule of Civil Procedure, then the arbitrator may award attorneys' and other fees related to such claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

This Arbitration Provision relates to a loan that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the FAA.

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

**NOTICE OF CANCELLATION**

April 10, 2023

\_\_\_\_\_  
(date)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.**

**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 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**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 Corporation, Systems,**

**AT 8900 AMBERGLEN BOULEVARD, SUITE 325, AUSTIN, TX 78729, NOT LATER THAN**

**MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower's Signature)

**NOTICE OF CANCELLATION**

April 10, 2023

\_\_\_\_\_  
(date)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.**

**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 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**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.**

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**MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE LAST DATE THAT YOU SIGNED THIS NOTE.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Borrower’s Signature)

**NOTICE TO CO-SIGNER (Traducción en Inglés Se Requiere Por La Ley)**

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

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

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

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

**AVISO PARA EL FIADOR (Spanish Translation Required By Law)**

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

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

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

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

SI USTED ES UN CO-PRESTATARIO QUE NO RESIDE EN LA RESIDENCIA, USTED RECONOCE QUE, ANTES DE FIRMAR LA NOTA, USTED RECIBIÓ ESTE AVISO.

Co-Borrower: \_\_\_\_\_

Date: April 10, 2023 \_\_\_\_\_

**NOTICE TO COSIGNER**

(for each Co-Borrower who does not reside at the Residence identified in the Note described below)

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the note or contract. You will also have to pay some or all of these costs and charges if the note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the note, contract, or other writing that obligates you to pay the debt. Read that writing for the exact terms of your obligation.

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

\_\_\_\_\_  
*(Name of Borrower)*

Technology Credit Union  
\_\_\_\_\_  
*(Name of Creditor)*

April 10, 2023  
\_\_\_\_\_  
*(Date)*

Solar Energy System Loan  
\_\_\_\_\_  
*(Kind of Debt)*

**67,922.23**  
\_\_\_\_\_  
*(Total of Payments)*

By signing below, you acknowledge that you have received a completed copy of this notice and of each writing that obligates you or the Borrower on this debt.

**Co-signer:** \_\_\_\_\_ April 10, 2023  
Signature Date

**NOTICE TO CO-SIGNER**

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

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

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

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

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

(Name of Borrower)

Technology Credit Union  
(Name of Creditor)

April 10, 2023  
(Date)

Solar Energy System Loan  
(Kind of Debt)

67,922.23  
(Total of Payments)

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

Co-Borrower: \_\_\_\_\_

Date: April 10, 2023

**NOTICE TO CO-SIGNER (Traducción en Inglés Se Requiere Por La Ley)**

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

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

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

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

**AVISO PARA EL FIADOR (Spanish Translation Required By Law)**

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

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

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

**IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY**

(Name of Borrower)

Technology Credit Union

(Name of Creditor)

April 10, 2023

(Date)

Solar Energy System Loan

(Kind of Debt)

67,922.23

(Total of Payments)

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

SI USTED ES UN CO-PRESTATARIO QUE NO RESIDE EN LA RESIDENCIA, USTED RECONOCE QUE, ANTES DE FIRMAR LA NOTA, USTED RECIBIÓ ESTE AVISO.

Co-Borrower:

Date:

April 10, 2023

## ESIGN Disclosure Statement and Consent

As used in this ESIGN Disclosure Statement and Consent (the "Consent"), the words "SunPower," "we," "us" and "our" refer to SunPower Corporation and all of its affiliated companies or partners including SunPower Capital, LLC, and the words "you" and "your" refer to the person receiving this Consent.

Under the SunPower financing program, all disclosures and other documents provided by us are only provided in electronic form and not in paper form. Examples include this Consent, an application for financing, notices regarding action taken on an application, the contract itself, and all disclosures accompanying the contract. In addition, all non-oral communications from us are sent only by electronic mail or otherwise in electronic form and not in paper form. You do not have a right or option under the SunPower financing program to have documents or communications provided or made available in paper or other nonelectronic form, provided that, after you have consented to receive documents in electronic form, you may request a paper copy of an electronic form at no charge by contacting us at 1-800-SunPower. Of course, you are free to print a paper copy of any document or communication we provide or send to you, including this Consent. Also, all signatures will be provided by us or you electronically.

In order to apply for financing and, if approved, enter into a contract, you must consent to accept all documents and communications from SunPower only in electronic form and all signatures only in electronic form as described above. You may choose not to provide your consent pursuant to the electronic signature provision below, but if you do not consent you will not be permitted to apply for financing. Also, if you provide consent, you have a right to withdraw your consent, but if you withdraw consent before the contract has been signed your application for financing will be declined. To withdraw your consent, please contact us at [sunpowerfinancing@sunpower.com](mailto:sunpowerfinancing@sunpower.com).

In order to communicate with you electronically, you must provide us with your e-mail address and also notify us immediately of any change in your e-mail address. You can notify us of any change by contacting us at [sunpowerfinancing@sunpower.com](mailto:sunpowerfinancing@sunpower.com).

*RG* **By initialing here, you acknowledge receiving this Consent and you consent to accept all documents and communication only in electronic form and all signatures only in electronic form as described above.**

# SUNPOWER®

## SOLAR AND BATTERY STORAGE ENERGY SYSTEM HOME IMPROVEMENT CONTRACT

TO BE USED IN THE STATE OF MASSACHUSETTS

“Notice of Cancellation” (form attached) may be sent to the Contractor at the address noted below:

<b>Customer</b> Arvind Govindarajan 15 Grist Mill Lane Pembroke, MA 02359 6176947437 arvind.govindarajan@gmail.com	<b>Contractor and Project Manager</b> SunPower Corporation, Systems Attn: SunPower 8900 Amberglen Boulevard, Suite 325 Austin, Texas 78729 (800) 786-7693 Contractor Registration No. 186445 Federal Employer ID: 20-8248962 Salesperson: Matt Johnson
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### Important Information about your SunPower Solar and Battery Storage Energy System Home Improvement Contract

<b>Date of Agreement</b>	April 10, 2023
<b>Estimated Rebate (if applicable)</b>	Retained by Customer
<b>Co-Payment Paid by Customer to Contractor at Energy Start Date</b>	\$0.00
<b>Total Contract Price</b>	\$55,353.78
<b>Year 1 Production Estimate</b>	10,017 kWh

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the seventh calendar day following the signing of this agreement. See the attached notice of cancellation form for an explanation of this right.

By signing below, you confirm that you have read the foregoing statement concerning your right to cancel this agreement.

Customer's Signature: *Arvind Govindarajan*

#### Schedule of Progress Payments:

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

- Check this box if you are pursuing financing from a financing entity approved by Contractor for the purchase and installation of the System (as defined below) under this Agreement. By checking this box, and upon notification to

Contractor that such financing has been successfully obtained prior to the completion of the engineering site audit of your Premises, Contractor shall disregard the schedule of progress payments below and shall accept payment in full in the amount of the Total Contract Price from the Customer and the financing entity on behalf of the Customer upon the Loan Commencement Date.

<b>Work to be Completed:</b>	<b>Amount Due:</b>	<b>When Due:</b>
<b>Design, Engineering, and Delivery of Materials (collectively, the "Installation Commencement Activities")</b>	\$0.00	<b>Due and payable upon the date the Installation Commencement Activities are completed.</b>
<b>Completion of Installation of the System and all work required under this Agreement, including but not limited to, permitting, compliance with regulatory requirements, site preparation, installation materials and labor, training, incentive applications (if any), utility interconnection, and compliance with all applicable laws</b>	\$0.00	<b>Due and payable upon the Energy Start Date.</b>

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

**Description:** Installation of new photovoltaic: 10.92 kW (solar energy) system  
**Quantity and model of panel to be installed:** 26 x SunPower 420W (Model SPR-M-420-H-AC) Solar Panels  
**Quantity and model of inverter(s) to be installed:** Type M / SPWR-A4 (IQ 7HS)(26)  
**Mounting/Racking to be installed:** InvisiMount  
**Monitoring to be installed:** Sunvault Storage HUB+  
**Quantity and model of batteries to be installed:** 1 x SV-BASE-13-12-A}, x

**NOTE:**

**Loan Number (if applicable):** 5017533

**Approximate Time for Start & Completion of Installation:**

**Approximate Start Date:** within fifteen (15) days after this Agreement (including the last amendment or change order) being signed by both parties.

**Approximate Completion Date:** within ninety (90) days after this Agreement (including the last amendment or change order) being signed by both parties.

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

## 1. INTRODUCTION

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

**YOU AGREE THAT CONTRACTOR IS PERMITTED TO EXERCISE ITS RIGHT TO INSTALL A SYSTEM THAT DIFFERS FROM THE SYSTEM DESCRIPTION PROVIDED ABOVE ON THE CONDITION THAT SUCH SYSTEM INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT AND CONTRACTOR NOTIFIES YOU ABOUT THE UPDATED SYSTEM DESCRIPTION. IF CONTRACTOR EXERCISES SUCH RIGHT IN ACCORDANCE WITH THIS PARAGRAPH, THEN YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS AGREEMENT.**

**List of Documents Incorporated into this Agreement:** Exhibit A (Notice of Cancellation), Exhibit B (SunPower Limited Product and Power Warranty for photovoltaic modules and Warranty for SunVault Storage Products), Exhibit C (Certificate of Acceptance), and Exhibit D (SMART Participant Customer Disclosure Form). Please read this Agreement and related documents carefully; this Agreement is a legally binding agreement between you and us.

The pricing in this Agreement is valid for thirty (30) days after April 10, 2023. If you do not sign this Agreement and return it to us on or prior to thirty (30) days after April 10, 2023, then Contractor reserves the right to reject this Agreement unless you agree to our then current pricing.

## 2. INSTALLATION SERVICES

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

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

- (i) Our receipt of your 40% of the Total Contract Price (as such amount is specified above), or notification to us that you have successfully obtained financing for the purchase and installation of the System under this Agreement from a financing entity approved by Contractor;
- (ii) completion of (A) the engineering site audit (a thorough physical inspection of your premises where the System is to be installed to determine whether the installation of the System is feasible) (this Agreement refers to those premises as the “Premises” or your “Home”) including, if applicable, geotechnical work, and (B) real estate due diligence to confirm the suitability of the Premises for the construction, installation, and operation of the System;
- (iii) receipt of all necessary zoning, land use, and building permits (See paragraph 20 of this Agreement); and
- (iv) completion of any renovations, improvements or changes reasonably required at your Home or on the Premises (e.g., removal of a tree or roof repairs necessary to enable us or our other service providers chosen by us to safely install the System).

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

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

You agree to cooperate with Contractor for the purpose of the installation and interconnection of the System to your local electricity grid, including providing reasonable assistance to the Contractor in obtaining permits as needed (including documentation related to net metering), installing, using, and maintaining electric lines, inverters, meters, and providing any authorizations necessary to interconnect the System to your electrical system and the grid. With our reasonable assistance, You will be responsible for any consent of a third party required for the installation of the System (such as a homeowner's association).

Furthermore, both parties will have the right to terminate this Agreement, without penalty or fee, if we determine after the engineering site audit of your Premises that we have misestimated by more than ten percent (10%) any of (1) the System size, (2) the System's total cost, or (3) the System's originally estimated annual production. Such termination right will expire ten (10) business days after we inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Agreement following such 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize us and our subcontractors to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

### **(b) INSTALLATION COMMENCEMENT**

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

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

### **(c) POST-INSTALLATION CONTRACTOR DUTIES**

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

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

### **(d) POST-INSTALLATION CUSTOMER DUTIES**

- (i) Pre-Energy Start Date Customer Duty. Upon our completion of the actions described in Section 2.c, Contractor's receipt of a signed Customer Certificate of Acceptance Form (attached hereto as **Exhibit C**) within five (5) business days after the completion of the actions described in Section 2.c.; provided, however, you agree that we may deem your failure to provide Contractor with a signed Certificate of Acceptance within the period of time specified herein as your acceptance of the System for the purpose of this Contract and such requirement shall be considered waived by us, and the AHJ or an equivalent organization has approved the System, you agree to arrange for, and enter into, an interconnection agreement with your local utility company. (We will provide assistance during this process.)
- (ii) Post-Energy Start Date Customer Duty. Following the Energy Start Date (as defined above), you agree to pay the Contractor or Contractor's designated representative (or agree to have a third party pay the Contractor or Contractor's designated representative on Customer's behalf) the remaining balance of the Total Contract Price listed above on the Energy Start Date.

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

Title to the System, including, without limitation, the photovoltaic modules, batteries, materials, and equipment shall pass to Customer upon delivery of the System to Customer's premises, subject in each case to the extent full payment thereof has been made by Customer in accordance with the terms of this Agreement. After delivery of the System to your Premises, other than damage directly resulting from Contractor's actions, you shall bear risk of loss to the System for all

causes of loss not covered by the SunPower Limited Product and Power Warranty attached as **Exhibit B** (see <https://us.sunpower.com/home-solar-system-warranty>). Contractor and its affiliates retain all intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks.

#### **(f) PROFESSIONAL AND WORKMANLIKE MANNER**

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

### **3. BATTERIES**

#### **(a) BACKUP CAPABILITY**

The System includes one or more batteries and inverters capable of providing backup energy supply for a limited number of electrical circuits. Each battery will power only the circuits to which it is connected and may not power your entire Home. SUNPOWER PROVIDES NO GUARANTEE OR WARRANTY THAT ANY BATTERIES INSTALLED PURSUANT TO THIS AGREEMENT WILL BE ABLE TO PROVIDE BACKUP POWER IN WHOLE OR IN PART DURING ANY POWER OUTAGES. BACKUP AVAILABILITY IS SUBJECT TO NUMEROUS FACTORS BEYOND SUNPOWER'S CONTROL, SUCH AS BATTERY CHARGE CAPACITY. AS SUCH, SUNPOWER DISCLAIMS LIABILITY FOR ANY DAMAGES RESULTING FROM THE UNAVAILABILITY OF BATTERY POWER DURING A POWER OUTAGE, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO THE FAILURE OF THE BATTERY TO POWER LIFE SUPPORT OR OTHER MEDICAL DEVICES DURING A POWER OUTAGE.

SUNPOWER PROVIDES NO GUARANTEE THAT ANY BATTERIES INSTALLED PURSUANT TO THIS AGREEMENT CAN BE UPGRADED IN THE FUTURE.

#### **(b) DATA**

The System is expected to produce different technical and operational information, including but not limited to energy production, energy consumption, state of charge, voltage, and temperature ("System Data"). You agree that we may collect, store, and use the System Data to provide the services described in this agreement, including but not limited to backup power, grid services, and consumption optimization. You also agree that we can share the System Data with third parties in anonymized form.

#### **(c) GRID SERVICES, CONSUMPTION OPTIMIZATION, AND OTHER SIMILAR PROGRAMS**

To the extent allowed by applicable law, You grant SunPower the right to use energy from the battery(ies) (the "Stored Energy") in accordance with, and to take advantage of, any programs offered by third parties, including but not limited to utilities (a "Grid Services Program"). Use of the Stored Energy in this regard may reduce the energy available through your battery(ies) at any particular time, including during a power outage. SunPower will notify you if your Stored Energy will be used in any such program, including an opportunity to opt out in accordance with the terms of the applicable Grid Services Program.

#### **(d) GENERATORS**

You agree not to charge the battery(ies) from any source other than your System.

### **4. FINANCING; RIGHT TO TERMINATE**

If Customer advises Contractor that it requires financing to comply with its obligations under this Agreement and is not able to obtain financing prior to the completion of the engineering site audit of your Premises, then Customer may terminate this Agreement through written notice to Contractor prior to such Approximate Start Date or Contractor's installation of the System (whichever is earlier) and without triggering any further liability to either Party.

## 5. LIMITED WARRANTY

We provide to you the following warranties with respect to the System (these warranties are collectively referred to as the "Limited Warranty" in this Agreement). Please note that the Limited Warranty is subject to exclusions and disclaimers specified in Section 5.d below and to other limitations on liability specified in Section 9 of this Agreement. Please also note that the Limited Warranty is subject to payment in full of any amounts due to Contractor in accordance with this Agreement; therefore, we will have no obligation under the Limited Warranty if payment in full has not been made to us in accordance with this Agreement.

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

- (i) Installation, Workmanship and Defects Warranty. We warrant that during the System Warranty Period (as defined below) (A) the System will be installed in the manner described in Section 2.f above and (B), under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components due to installation or workmanship. This warranty (the "System Warranty Period") will run ten (10) years from the Energy Start Date.
- (ii) Roof Warranty. During the Roof Warranty Period (as defined below), we warrant that, if in the course of the installation work we are required to penetrate your roof and thereby cause damage to the roof, we will repair such damage. (This roof warranty (the "Roof Warranty Period") will run twelve (12) years from the Energy Start Date.)

### (b) REPAIR PROMISE

During the System Warranty Period or the Roof Warranty Period, as applicable (each, a "Warranty Period"), as specified in Section 5.a above, and subject to Section 5.d and Section 9 below, we will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including, without limitation, all labor costs), when you submit a valid claim to us under this Limited Warranty. We may use new or reconditioned parts when making such repairs or replacements.

### (c) ASSIGNMENT OF MANUFACTURERS' WARRANTIES

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

### (d) EXCLUSIONS AND DISCLAIMERS

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

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

- (vi) any System failure not caused by a System defect (such as making roof repairs that affect the System); or
- (vii) theft of the System.

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

### **(e) MAKING A CLAIM**

If you believe you have a claim under the Limited Warranty, then you must give us notice of such claim describing the problem that you believe gives rise to the claim, as promptly as possible, but in no event later than five (5) business days after your discovery of such problem, in accordance with Section 13 below.

### **(f) TRANSFER OF WARRANTY**

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

### **(g) MAINTENANCE OF OPERATION**

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

THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 5 IS THE ONLY EXPRESS WARRANTY MADE BY CONTRACTOR WITH RESPECT TO THE SYSTEM. CONTRACTOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. Please also see the limitations and disclaimers contained in Section 9 below.

## **6. ENVIRONMENTAL INCENTIVES**

### **(a) ELIGIBILITY**

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

### **(b) OWNERSHIP**

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

### **(c) CAPACITY RIGHTS**

By initialing below, You hereby assign, deliver, convey and transfer to Contractor any rights and interests You may have through the System's eligibility in any capacity market program administered by any government, municipality, utility or other program or initiative. You acknowledge that the Contract Price reflects this assignment and that, due to Program requirements, the System's capacity rights provide no economic value to You.

Customer: 

## **7. CERTAIN CUSTOMER OBLIGATIONS**

### **(a) REMOVAL/REPAIR OF SYSTEM**

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

### **(b) TAXES AND ASSESSMENTS**

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

### **(c) EXTERIOR OF HOME**

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

### **(d) SUNPOWER MONITORING SYSTEM**

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

## **8. FORCE MAJEURE**

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

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

## **9. LIMITATIONS ON LIABILITY; INDEMNITY**

### **(a) NO CONSEQUENTIAL DAMAGES.**

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

### **(b) DISCLAIMER OF WARRANTIES**

**THE ONLY WARRANTY AS TO THE SYSTEM OR ITS INSTALLATION IS THE LIMITED WARRANTY UNDER SECTION 5 OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING THE EXHIBITS), WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR**

**OBLIGATIONS OR THE SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DISCLAIMS AND YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARISING UNDER APPLICABLE STATE LAW, EXCEPT TO THE EXTENT SUCH WARRANTIES MAY NOT BE WAIVED UNDER APPLICABLE LAW (IN WHICH CASE, SUCH WARRANTIES SHALL NOT EXTEND PAST THE EXPIRATION OF THE WARRANTY PERIODS SET FORTH IN SECTION 5.a ABOVE).**

### **(c) LIMITATION OF LIABILITY**

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

### **(d) INDEMNITY**

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

## **10. TERMINATION AND DEFAULT**

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

## **11. ACCESS RIGHTS**

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

## **12. REMEDIES UPON CUSTOMER'S BREACH**

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

## **13. NOTICES**

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

#### **14. GOVERNING LAW; ARBITRATION OF DISPUTES; JURY WAIVER**

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

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

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator to be agreed upon by the parties or selected under the Rules within thirty (30) days after 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](http://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. To the extent not inconsistent with state or local law, we will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Our last written settlement offer. This Section 14 shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than Our last written settlement offer your attorney's fees and costs will not be included.

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

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

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

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

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL WAIVE ANY RIGHTS CONVEYED TO YOU UNDER THE PROVISIONS OF M.G.L. CHAPTER 142A AND ITS ASSOCIATED REGULATIONS, INCLUDING YOUR RIGHT TO REQUEST THAT A DISPUTE RESULTING FROM AND RELATING TO THIS AGREEMENT BE DECIDED UNDER THE TERMS OF A PRIVATE ARBITRATION PROGRAM APPROVED BY THE DIRECTOR OF THE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION.

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

*RG*

Customer:

## **15. ASSIGNMENT AND TRANSFER OF THIS AGREEMENT**

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

## **16. ENTIRE AGREEMENT; AMENDMENTS; BENEFIT OF AGREEMENT**

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

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

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

## **17. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS**

**(a)** Extra work and change orders become part of this Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from this Agreement, and the effect the order will have on the schedule of progress payments.

**(b)** Customer may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.

**(c)** Extra work or a change order is not enforceable against Customer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from this Agreement, and (iii) the effect the order will make in the progress payments or the completion date.

**(d)** Contractor's failure to comply with the requirements of this Section 17 does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

## **18. NOTICES CONCERNING COMMERCIAL GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE**

Contractor carries commercial general liability insurance, in accordance with all applicable laws and regulations. You may call Marsh Risk & Insurance Services at (408) 467-5600 to check the Contractor's insurance coverage. A certificate of insurance can also be provided upon request. The Contractor carries workers' compensation insurance for all employees.

## **19. REGISTRATION OF HOME IMPROVEMENT CONTRACTORS**

All home improvement contractors and subcontractors must be registered by the Massachusetts Office of Consumer Affairs and Business Regulation. Any inquiries regarding a contractor or subcontractor relating to registration should be directed to:

Office of Consumer Affairs and Business Regulation

Home Improvement Contractor Registration

10 Park Plaza, Room 5170

Boston, MA 02116

(617) 973-8700

## **20. PERMITS**

The following construction-related permits are required for installation of the System under this Agreement:

- 1) Permit to perform electrical work
- 2) Building Permit

We will obtain such permits on your behalf as your agent. If you choose to secure your own permits, you will be excluded from the Guaranty Fund provisions of M.G.L. chapter 142A.

## **21. CUSTOMER DATA**

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

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

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

Customer: *LG*

## **22. SIGNATURES**

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

## **23. ELECTRONIC INVOICES**

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

## **24. NOTICE OF RIGHT TO CANCEL.**

You, Customer, have the right to cancel this Agreement within seven (7) calendar days after the date you sign this Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Contractor at Contractor's place of business by midnight of the seventh (7<sup>th</sup>) calendar day after you signed this Agreement.

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

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

Once the seven (7) calendar day period described above has passed and the installation of the System has begun, You may not cancel the Agreement under any circumstances without SunPower's consent. Under such circumstances, We will ask You, and You agree, to reimburse Us for Our out-of-pocket costs associated with the Agreement.

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

Attached is a form "Notice of Cancellation" which form is easily detachable.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES**

**Customer's Signature(s):**

*Arvind Govindarajan*

Arvind Govindarajan

4/10/2023

**Contractor's Signature:**

**SunPower Corporation, Systems**

*Maria Miza Salvador*

4/10/2023

**Exhibit A  
NOTICE OF CANCELLATION**

4/10/2023  
(Date)

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

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your Notice of Cancellation, 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 agreement; 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 twenty (20) days after the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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

---

NOT LATER THAN MIDNIGHT OF 4/17/2023

I HEREBY CANCEL THIS TRANSACTION.  
\_\_\_\_\_ [Date].

Customer's Signature: \_\_\_\_\_

Please print name: \_\_\_\_\_

**Exhibit A  
NOTICE OF CANCELLATION**

4/10/2023  
(Date)

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

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your Notice of Cancellation, 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 agreement; 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 twenty (20) days after the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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

---

NOT LATER THAN MIDNIGHT OF 4/17/2023

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_ [Date].

Customer's Signature: \_\_\_\_\_

Please print name: \_\_\_\_\_

## EXHIBIT B

**SUNPOWER®****SunPower Limited Product and Power Warranty for Residential PV Modules**

*This Limited Product and Power Warranty is effective for SunPower® photovoltaic modules for residential installation with “SPR-A” “SPR-E” “SPR-X” “SPR-U” or “SPR-M” in the product model number and sold on or after June 1, 2022. SunPower photovoltaic modules which include “COM” in the product model number are covered by a separate warranty.*

**IMPORTANT: BY USING YOUR SUNPOWER RESIDENTIAL PV PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED PRODUCT AND POWER WARRANTY AS SET OUT BELOW.**

### 1. Limited Product and Power Warranty

Subject at all times to the terms and conditions as set out in this Limited Product and Power Warranty, SunPower Corporation (“SunPower”) warrants to the original purchaser (as defined herein) (“Owner”) that for 25 years beginning on the Warranty Start Date<sup>1</sup> (the “Warranty Period”), its photovoltaic modules specified above (“PV Module(s)”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the Minimum Peak Power<sup>2</sup> rating and the maximum annual decline in peak power rating of the PV Modules will be no less than the percentages indicated in the table below.

PV Module	1 <sup>st</sup> Year Minimum Peak Power	Maximum Annual Decline in Peak Power	25 <sup>th</sup> Year Minimum Peak Power
M-Series (SPR-M)	98%	0.25%	92%
A-Series (SPR-A)	98%	0.25%	92%
X-Series (SPR-X)	98%	0.25%	92%
E-Series (SPR-E)	98%	0.25%	92%
U-Series (SPR-U)	98%	0.55%	84.8%

THIS IS NOT A PERFORMANCE GUARANTEE OR GUARANTEE OF ESTIMATED OR ACTUAL ENERGY COST SAVINGS.

### 2. Claims Process and Coverage

If any PV Module fails to conform to this Limited Product and Power Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will at its sole discretion, repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Product and Power Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) SunPower Corporation at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. If the Owner cannot provide these materials within thirty (30) days of SunPower’s request, the claim may be denied. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any PV Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund a prorated value of the module based on the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by SunPower; (iii) for a PV Module that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any PV Module, SunPower will replace such PV Module with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured PV Module) with a substantially equal or greater power rating. For any refund, purchase price shall be prorated.

### 3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period and at no point longer than 30 days from the date that the claim is identified or reasonably should have been identified by the then warranty holder. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Product and Power Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform or device of any type, such as a vehicle, the Warranty Period shall be limited to 12 years from the warranty start date.
- d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.
- e) When PV modules are to be installed on floating mounting systems, the Limited Product and Power Warranty shall apply only if SunPower has provided the customer with its written consent to the application of this Limited Product and Power Warranty prior to such installation.
- f) Owner is responsible to ensure an installation site is properly maintained to not create an unsafe condition for SunPower personnel effectuating inspections or repairs. Failure to maintain or remedy site conditions preventing warranty work within 30 days of notification by SunPower may result in a denial of claim.
- g) Warranty is valid only for systems sold and installed in the United States of America (excludes US territories unless warranty extension has been given by SunPower in writing).

### 4. Exclusions and Limitations

The Limited Product and Power Warranty does not apply to any of the following:

- a) PV Modules subjected to:
  - i. misuse, accident, or abuse, including improper storage after receipt, neglect, including the failure to properly maintain the product or system or to allow SunPower required firmware upgrades;
  - ii. alteration, including the unauthorized removal or modification of PV modules and if applicable, module or system electronics, or improper installation (which includes, without limitation, installation that does not comply with all SunPower installation instructions, product recommendations, or suggested or required total system size requirements, product labels, or operations and maintenance instructions of any type - as may be amended and updated from time to time at SunPower's sole discretion- and all national, state, and local laws, codes, ordinances, and regulations, or operation of a system or component without the latest SunPower recommended firmware;
  - iii. repair or modification by someone other than an approved service technician of SunPower;
  - iv. conditions exceeding the voltage, wind, snow load specifications, or any other design or operational specification or instructions;
  - v. damage caused by natural forces (tornado, flood, lightning, hurricanes, or earthquakes), fire, power failure surges, or other circumstances beyond SunPower's control;
  - vi. damage from persons, pests, animals, biological activity, environmental pollution or industrial chemical exposure;
  - vii. glass breakage from impact or other events outside SunPower's control;

- viii. the combination of module with third party products deemed by SunPower to be incompatible for use with its products or systems.
- b) Cosmetic effects, such as discoloration, stemming from normal wear and tear of PV Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Product and Power Warranty. Normal wear and tear of PV Module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module.
- c) PV Modules which have not been installed or commissioned with a SunPower monitoring device.
- d) PV Modules installed in locations, which in SunPower's sole judgment, may have been in direct contact with saltwater.
- e) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- f) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- g) PV Modules where any included factory-integrated electronics exhibit defects that do not materially impact power output.
- h) PV Modules which have been sold "as is" or without a warranty.
- i) Defects or issues arising from or relating to existing electrical components at the installation site, including, breakers, electrical panels, or wiring, including where these components do not comply with current codes, including building or electrical codes.
- j) SunPower modules which include "COM" in the model number.

**Special terms regarding wood shingled roofs: In the event that the solar panels have been installed on wood shingled or shake roofs, be it cedar, spruce, pine or any other type of wood material, the sole and exclusive remedy under this Limited Product and Power Warranty shall be the provision of replacement parts by SunPower. Under no circumstance shall SunPower be liable to refund any amounts or pay for or provide labor to uninstall and/or reinstall panels.**

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Product and Power Warranty, due to acts of God, product shortages, war, riots, strikes, fire, flood, pandemic, endemic, epidemic or any other cause or circumstance beyond the reasonable control of SunPower.

#### 5. Assignment and Transfer of Warranty

- a) This Limited Product and Power Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the PV Modules are initially installed (the "Original End User"); provided, however, the warranty holder or subsequent owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer of the PV Modules. Failure to do so may render this warranty null and void.
- b) Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

#### 6. Limitation of Warranty Scope

**SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED PRODUCT AND POWER WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED PRODUCT AND POWER WARRANTY, ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF**

**DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

IF ANY PROVISION OF THIS LIMITED PRODUCT AND POWER WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED PRODUCT AND POWER WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

THIS IS A LIMITED PRODUCT AND POWER WARRANTY AND IS NOT A SERVICE CONTRACT OR A CONTRACT OF INSURANCE AND IS NOT A "FULL" WARRANTY AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT.

#### 7. Exclusive Remedy

The sole and exclusive remedy for any claimed breach of this warranty shall be, at SunPower's sole discretion, either: (1) the repair or replacement of the covered equipment using new or refurbished equipment; or (2) a refund of the purchase price of the impaired covered equipment.

#### 8. Limitation of Actions

Any action, regardless of form or basis, including for any claim arising from or related to this warranty, must be commenced within one year of the earlier of: (a) the date the system owner knew or should have known, after reasonable investigation, of a defect, issue or power loss in excess of the warranty minimum output stated herein; or (b) the date the claim was first presented to SunPower or a SunPower authorized dealer. Failure to timely assert a claim shall be deemed it irrevocably waived.

#### 9. No Oral Modification or Waiver

No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.

#### 10. Governing Law

The laws of the State of Texas shall govern this warranty, and claims of breach of this warranty, and the parties' rights and duties under it.

#### 11. Damages Disclaimer

SunPower shall not under any circumstances be liable for any incidental or consequential damages of any kind including, but not limited to, loss of profits and time and expenses incurred by Owner to have repairs performed.

#### 12. Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Product and Power Warranty, or any claimed breach thereof, shall be settled by individual, non-aggregated arbitration administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)) and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 13. For Claims Contact:

SunPower Corporation

Attn: Warranty Claims Processing

1414 Harbour Way South

Richmond, CA 94804

Via email: [customersupport@sunpower.com](mailto:customersupport@sunpower.com)

Telephonically: 1.800.SUNPOWER

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

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

[customercare@sunpower.com](mailto:customercare@sunpower.com) | 1.800.SUNPOWER (1.800.786.7693) | [sunpower.com](http://sunpower.com)

Document#: SPES-PPM-WAR-41837 Rev A

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## EXHIBIT B

## SUNPOWER®

## SunPower® Limited Product and Power Warranty for SunVault™

Subject at all times to the terms, conditions, limitations, and exclusions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants, to the original purchaser, its energy storage products, specified below (each, a "Storage System"), which may include one or more of the following: inverter, battery ("SV-BASE13" or "SV-ENERGY13" or "SV-BASE19.5"), supporting electronics, enclosure, and Hub+™ ("SV-HUB") (together referred to as "Components"), under normal application, installation, use, and service conditions; as defined below.

SunPower warrants that SunVault™ Storage System and its Components<sup>1</sup>:

- 1 Will be free from defects in materials and workmanship; and
- 2 Will retain at least **70%**<sup>2</sup> of the initial useable energy capacity for the period defined in the following table:

Model Number	Warranty Period	Cycle Limitation
SV-BASE13	10 years <sup>3</sup>	Unlimited
SV-BASE19.5	10 years <sup>3</sup>	Unlimited
SV-ENERGY13	10 years <sup>3</sup>	Unlimited
SV-HUB	10 years	Unlimited

## Claims Process and Coverage

If any SunVault™ Storage System fails to conform to this Limited Warranty during the applicable Warranty Period, and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in the Exclusions and Limitations Section below, then for the applicable Warranty Period, SunPower will either (in its sole discretion) (a) repair, (b) replace any defective components or Storage System or (c) refund original purchase price paid for the system prorated evenly from the date of sale as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer or (b) SunPower Corporation at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any system will not be accepted unless prior written authorization has been given by SunPower.

In the event SunPower elects to repair or replace the affected Components for a system that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable and customary transportation costs for (i) the return of the Components from the place where the affected Components were delivered by SunPower, (ii) the reshipment of any repaired or replaced Components to the place where the affected Components were delivered by SunPower and (iii) reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced Components; *provided*, however, that SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Components or Storage System, such replacements may include electrically and mechanically compatible goods or equipment that is not identical and may include refurbished or remanufactured components. For any refund, the Storage System purchase price shall be prorated from the date of sale until the date of claim.

## General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced Components shall not extend beyond the applicable Warranty Period.
- c) Title and risk of loss for any replaced Component or Storage System passes to SunPower upon SunPower's receipt of such Component or Storage System at the SunPower facility specified in the return authorization provided by SunPower.

## Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) Storage Systems or components subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation that did not comply with all SunPower SunVault product documentation, including the installation manual, the product specification sheets, and the product design guidelines, as well as operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) disassembly, opening, repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, biological activity, or industrial chemical exposure; or (vii) other events outside SunPower's control.
- b) For homeowners who charge over 5 MWh from sources other than PV, the warranty will cover 38 MWh per SV-BASE13 ; 38 MWh per SV-ENERGY13; and 57 MWh per SV-BASE19.5.
- c) Cosmetic effects stemming from normal wear and tear of system or other cosmetic variations which do not cause capacity lower than what is guaranteed by the Limited Warranty. Normal wear and tear of components can include, but is not limited to, fading of color, weathering of coatings, and areas of discoloration on the enclosures.
- d) Storage Systems or Components installed in locations which, in SunPower's absolute judgment, may be subject to direct contact with bodies of water.
- e) Storage Systems or Components for which the labels containing product type or serial number have been altered, removed, covered, or otherwise made illegible.
- f) Storage Systems or Components which have been moved from their original installation location without the express prior written approval of SunPower.
- g) Storage Systems which have been used in off-grid applications.
- h) Storage Systems which have been disconnected in any way that prevents the receipt of a firmware update. The mySunPower™ mobile app will indicate when the system is disconnected.
- i) Storage Systems or Components used in place of the utility grid, it being understood that this Limited Warranty applies only to systems where solar energy is generated onsite and used for daily self-consumption, time-of-use rate savings, or backup power.
- j) Storage Systems or Components installed on mobile or floating mounting systems.
- k) Storage Systems located in an area that experiences less than  $-20^{\circ}\text{C}$  ( $-4^{\circ}\text{F}$ ) or greater than  $50^{\circ}\text{C}$  ( $122^{\circ}\text{F}$ ) ambient temperature, as per design guidelines.).
- l) Storage Systems or Components that have been painted or have had any chemicals applied.

SunPower shall not be held responsible or liable to the customer or any third party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to force majeure, wars, riots, strikes, fires, floods, or any other cause or circumstance beyond the reasonable control of SunPower.

## Assignment and Transfer of Warranty

This Limited Warranty is assignable, subject at all times to the terms and conditions set out in the Subsequent Assignee Warranty document (available upon written request and as may be updated from time to time at SunPower's sole discretion) provided further

the warranty holder or subsequent owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer of the Storage System.

## Limitation of Warranty Scope

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE STORAGE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE STORAGE SYSTEM, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

## Contact Information

Website: [sunpower.com](http://sunpower.com)

Support Email: [customercare@sunpower.com](mailto:customercare@sunpower.com)

Phone: 1.800.SUNPOWER (1.800.786.7693):

1 SunVault™ Storage System may include one or more of the following components: inverter, battery, supporting electronics, enclosure, and Hub+.

2 **SV-BASE13 or SV-ENERGY13** have initial usable energy of **12 kWh for each unit** upon installation. **SV-BASE19.5** has initial usable energy of **18 kWh for each unit** at installation.

3 Subject to general exclusions above under normal application, installation, use, and service conditions - beginning on the date of system energization.

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[customercare@sunpower.com](mailto:customercare@sunpower.com) | 1.800.SUNPOWER | 1.800.786.7693 | [sunpower.com](http://sunpower.com)

Document #: SPES-PPM-WAR-43671 Rev B

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

This Certificate of Acceptance (“this Certificate”) is related to the Solar and Battery Storage Energy System Home Improvement

Contract (the “Agreement”) entered into on April 10, 2023 between Arvind Govindarajan and (collectively, “Customer”) and SunPower Corporation, Systems (“Contractor”).

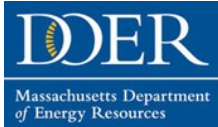
Capitalized terms used in this Certificate have the meaning given to them in the Agreement.

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

Customer Signature:

\_\_\_\_\_  
Name: Arvind Govindarajan  
(print)

Date:



## EXHIBIT D

# SMART Participant Customer Disclosure Form

(Direct Ownership)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

CUSTOMER INFORMATION	
Customer Name: Arvind Govindarajan	
Name on Electric Bill (if different):	
Site Address: 15 Grist Mill Lane	
City, State, Zip: Pembroke, MA 02359	
Phone: 6176947437	
Email: arvind.govindarajan@gmail.com	
INSTALLER CONTACT INFORMATION	PRIMARY SERVICE CONTACT INFORMATION
Company: SunPower Corporation, Systems	Company: SunPower Corporation, Systems
Street Address:	Street Address: 8900 Amberglen Boulevard, Suite 325
City, State, Zip: Austin, TX 78729	City, State, Zip: Austin, TX 78729
Phone: (800) 786-7693	Phone: (800) 786-7693
Email:	Email:
CONTRACT, COST, AND ESTIMATED PERFORMANCE INFORMATION	
System Size (kW DC): 10.92 kW DC	
System Size (kW AC): 9.984 kW AC	
Where in the contract is the warranty information located? Section 5. and <b>Exhibit B</b> of the contract	
Are all warranties transferrable? Yes, as stipulated on Section 5. (f) of the contract	
Has a shading analysis been completed for the property? Yes	
How much production is expected to be lost due to shading? (%):27.58%	
Estimated Year One Production (kWh): 10,017 kWh	
What is the Final Purchase Price for the system before any rebates or other incentives (\$):\$55,353.78	
Expected net savings for eligible Low Income Customers: Not applicable	
FINANCING INFORMATION*	
Does the above-listed Final Purchase Price include any dealer fees or other finance-related charges that would not be charged to a customer in a similar cash transaction? No	
Amount of dealer fees or other finance-related charges in the Final Purchase Price (\$): \$0	
OTHER INFORMATION	
Does the system installation contract conform to the requirements of the State Home Improvement Contractor Law? Yes	
Describe any system performance or electricity production guarantees: No performance guarantee is provided with this system.	
Have you and the customer discussed the condition of the roof and the potential for removing and reinstalling the array in the event that repair or replacement of the roof is needed? Yes. Relevant information can also be found in Section 5. (a) and 7. (a) of the contract.	

KEY RESPONSIBILITIES CHECKLIST	PRIMARY INSTALLER	OWNER
System Operations and Maintenance		X
Submission of Interconnection Application to Utility	X	
Securing Required Permits	X	
Obtaining Engineering Approvals	X	
Scheduling Inspections	X	
Participation in Inspections	X	
Application for SMART Program	X	
OWNERSHIP OF INCENTIVES	PRIMARY INSTALLER	OWNER
Owner of SMART Incentive Payments		X
Owner of Federal Investment Tax Credit		X
Owner of State/Local Tax Credits		X

\* If your System is financed, carefully read any agreement and/or disclosure forms provided by your lender. Your installer may not be aware of the terms of your financing agreement, which may include fees not listed above. This disclosure does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.

\*\*Homeowners have certain rights and protections under the Massachusetts Home Improvement Contractor Law (M.G.L. Chapter 142A). To learn more about the law visit [www.mass.gov/consumer](http://www.mass.gov/consumer).

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by the facilities participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you cannot claim that you are using the solar power generated by the facility, your purchase of a solar array does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, Arvind Govindarajan and , hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

**Customer Signature(s):**

*Arvind Govindarajan*

4/10/2023

**Relevant Links and Contact Information**

**Department of Energy Resources**

Website: [www.mass.gov/doer](http://www.mass.gov/doer) | Email: [doer.smart@mass.gov](mailto:doer.smart@mass.gov)

**Attorney General's Office**

Website: <https://www.mass.gov/get-consumer-support>