IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SUNPOWER CORPORATION,[1] Wind-Down Debtor.	Chapter 11 Case No. 24-11649 (CTG)
TAYLOR MORRISON SERVICES, INC.; and WILLIAM LYON HOMES, INC., Plaintiffs, v. SUNPOWER CORPORATION; SUNPOWER CORPORATION, SYSTEMS; MARK ROBERTS, solely in his capacity as the plan administrator of Debtor's wind-down estate; and COMPLETE SOLARIA, INC., d/b/a SunPower and Complete Solar, Defendants.	Adv. Pro. No. _____

COMPLAINT

[1] The Wind-Down Debtor in this chapter 11 case, along with the last four digits of the Wind-Down Debtor's federal tax identification number, is: SunPower Corporation (8969). On February 18, 2025, the Court entered an order closing the chapter 11 cases of SunPower's debtor affiliates who, along with the last four digits of their federal tax identification number, are: SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Wind-Down Debtor's service address for purposes of this chapter 11 case is: 655 15th Street, NW, Suite 600, Washington, DC 20005, Attn: Mark Roberts, in his capacity as the Plan Administrator.

Taylor Morrison Services, Inc. and William Lyon Homes, Inc. (collectively, "Taylor Morrison" or "Plaintiff") by its undersigned attorneys, files this Complaint against SunPower Corporation ("SPC"), SunPower Corporation, Systems ("SPCS," collectively with SPC, "Debtors" or "SunPower"), Mark Roberts, solely in his capacity as the plan administrator of Debtor's wind-down estate (the "Plan Administrator"), and Complete Solaria, Inc., d/b/a SunPower and Complete Solar ("Complete Solaria," collectively with SunPower and the Plan Administrator, the "Defendants") seeking declaratory relief and injunctive relief, and in support hereof, hereby alleges as follows:

PARTIES

1. Plaintiff Taylor Morrison Services, Inc. is a Delaware corporation.

2. Plaintiff William Lyon Homes, Inc. is a California corporation.

3. SPC is the wind-down Debtor in the jointly administered Case No. 24-11649 (the "Bankruptcy Case(s)") and, upon information and belief, is a Delaware corporation.

4. SPCS is the Debtor in [the now closed] Case No. 24-11651 and, upon information and belief, is a Delaware corporation.

5. The Plan Administrator was appointed in the Bankruptcy Case pursuant to the Court's October 18, 2024 *Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Amended Joint Chapter 11 Plan of*

SunPower Corporation and its Debtors Affiliates [D.I. 872] (the "Confirmation Order") and is the

plan administrator for SunPower.

6. Upon information and belief, the Plan Administrator, pursuant to his role in the Bankruptcy Case, is subject to the jurisdiction of this Court for all matters raised in this Complaint.

7. Complete Solaria is the purchaser of certain assets of SunPower pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2024 (the "Complete Solaria APA"), which this Court approved pursuant to the *Order (A) Approving and Authorizing Sale of the Going-Concern Assets, Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 605] (the "Sale Order").

8. Upon information and belief, Complete Solaria is a Delaware corporation.

JURISDICTION AND VENUE

9. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334(b) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012.

10. This Court has jurisdiction to grant the relief sought herein under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*

11. Additionally, pursuant to the Sale Order, the Court retained jurisdiction "with respect to all matters arising out of or relating to the interpretation, implementation, or enforcement of this Sale Order, the terms and provisions of the Purchase Agreement, and all other Transaction Documents." [D.I. 605 at ¶ 37] Further, the Court retained jurisdiction in the Confirmation Order

over "matters arising in, and under, and related to" the Bankruptcy Case. [D.I. 872 at ¶ 92]Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409 because this adversary proceeding arises in cases commenced under title 11 of chapter 11 of the United States Code (the "Bankruptcy Code").

12. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B), and (O). Accordingly, the Court may enter a final order or judgment consistent with Article III of the United States Constitution. Alternatively, this adversary proceeding is a non-core proceeding pursuant to 28 U.S.C. § 157(c) as it is related to a case under Title 11.

13. Pursuant to Local Rule 7008-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, Plaintiff states that it consents to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution.

14. The statutory predicates for relief requested herein are 11 U.S.C. §§ 105 and 541 of the Bankruptcy Code and Rule 7001(g) and (i) of the Federal Rules of Bankruptcy Procedure.

FACTUAL ALLEGATIONS

A. Taylor Morrison's Contracts with Debtors

15. Taylor Morrison is a large general contractor for residential homes, with projects throughout the United States.

16. On or about May 25, 2022, Taylor Morrison and SunPower entered into a Master Agreement for Vertical Construction Services (the "SoCal Master Agreement 1"). This agreement covered certain properties in Taylor Morrison's Southern California division, including Harper at Bedford Ranch, Rosa at Siena, Viola at Siena, Azul at Siena, Towns at

Crossroads, Serrano, Crossroads Courts, Radius at Piemonte, and Olivia at Siena. A true and correct copy of the SoCal Master Agreement 1, with all amendments, is attached hereto as a composite **Exhibit A**.

17. On or about July 25, 2022, Taylor Morrison and SunPower entered into a Master Agreement for Vertical Construction Services (the "SoCal Master Agreement 2"). This agreement covered certain properties in Taylor Morrison's Southern California division, including La Colina II and All Olivewood. A true and correct copy of the SoCal Master Agreement 2, with all amendments, is attached hereto as a composite **Exhibit B**.

18. On or about September 20, 2022, Taylor Morrison and SunPower entered into a Master Agreement for Vertical Construction Services (the "Bay Master Agreement," and together with the SoCal Master Agreement 1 and SoCal Master Agreement 2, the "Master Agreements"). This agreement covered certain properties in Taylor Morrison's Bay division, including Carmello II at Roberts Ranch, Oakwood Trails Juniper, Oakwood Trails Poppy, Oakwood Trails Sage, Amelia, and Primrose. A true and correct copy of the Bay Master Agreement, with all amendments, is attached hereto as a composite **Exhibit C**.

19. The parties agreed that the Master Agreements would "govern the relationship between Contractor and Taylor Morrison for any new home construction and associated lot improvement project as described in the Contract Documents … which may include reference to a specific new home and associated lot improvements … on which Contractor provides services to the Taylor Morrison Division identified above." *See* Ex A. at 1; Ex. B at 1; Ex. C at 1.

20. The Master Agreements provide that Taylor Morrison shall pay SunPower so long as SunPower was not in default and in the event of a default; Taylor Morrison may in its discretion withhold payment to SunPower. Section 4.2 of the Master Agreements provide in

pertinent part:

> Taylor Morrison shall pay Contractor as provided in Exhibit F, as may be modified in the Purchase Order, so long as Contractor is not in default under this Agreement, upon certification by Taylor Morrison that the portion of the Work for which payment has been requested has been completed to Taylor Morrison's satisfaction.
>
> In the event of a dispute between Taylor Morrison and Contractor, Taylor Morrison may withhold from the progress payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount, if there exists a good faith dispute as to the Contractor's entitlement to such payment.

Id. at § 4.2.

21. Moreover, pursuant to the payment terms associated with the Master Agreements, Exhibit F ("Payment Terms"), it specifically allows Taylor Morrison to withhold payments in its sole discretion should there be deficiencies with any of the covered projects. The relevant portion of the Payment Terms is as follows:

> Taylor Morrison may withhold from any payments due Contractor such amounts as Taylor Morrison, in its sole discretion, deems necessary to ensure Contractor's performance of its warranty obligations under the Agreement or to protect itself and save itself harmless against (i) unremedied defective Work, (ii) uncompleted punch list items, (iii) claims filed (or likely to be filed), (iv) Contractor's failure to make payment in full for material or labor, (v) Contractor's inability to complete the Work for the remaining balance of the Contract Price, or (vi) any other liability or damage, including costs and attorneys' fees, arising from or relating to the Agreement or Contractor's performance (or non-performance) of the Work.

Id. at Exhibit F § (I)G).

22. The right to withhold payment is further confirmed by section 13.14 of the Master Agreements, a relevant portion of the aforementioned section reads as follows:

> Notwithstanding anything herein to the contrary, Taylor Morrison shall be entitled to withhold from any amount due Contractor

> hereunder with respect to any Work authorized by Taylor Morrison, any sums which may be owed Taylor Morrison by Contractor (including under any other Community Pricing Schedule Addendum between Taylor Morrison and Contractor).
>
> Further, at Taylor Morrison's sole election, any default by Contractor under this Agreement or with respect to any Work authorized by Taylor Morrison (including under any particular Community Pricing Schedule Addendum) shall be deemed a default by Contractor with respect to any other Work authorized by Taylor Morrison (including under any other Community Pricing Schedule Addendum).

Id. at § 13.14.

23. The Master Agreements served as the contractual foundation and the terms and conditions for various agreements for work on various projects (the "TM Projects") to be performed by SunPower for Taylor Morrison (collectively with the Master Agreements, the "TM Contracts"). A complete list of the TM Contracts was included in the cure objection that Taylor Morrison filed in the Bankruptcy Case. [D.I. 872 at 2-4.]

24. Taylor Morrison fully performed all of its obligations under the TM Contracts but prior to filing its Bankruptcy Case, SunPower materially breached the TM Contracts in the following ways:

a. SunPower failed to perform obligations to provide labor and equipment to install solar systems on the TM Projects. Attached as **Exhibit D** is a SoCal division status of construction chart outlining deficiencies on those projects. Attached as **Exhibit E** is a Bay division status of construction chart outlining deficiencies on those projects.

b. In August 2024, SunPower notified Taylor Morrison that it would not provide the materials as required under the TM Contracts. On August 23, 2024, SunPower reported to Taylor Morrison that it would not be able to

> meet construction schedules unless Taylor Morrison would be willing to pay for materials and receive a credit memo from SunPower. SunPower said that it was facing restrictions on its purchase of critical supplies resulting from its chapter 11 proceedings and formally proposed a "Builder Direct Pay" option that would require Taylor Morrison to front costs for solar panel supplies and to directly pay SunPower's supplier, in exchange for a SunPower issued credit memo. *See* Credit Memo, attached and incorporated hereto as **Exhibit F**. The same day, August 23, 2024, SunPower communicated to Taylor Morrison that there would be expected delays of an additional four to six weeks until new solar systems would be activated for any customers leasing their systems. SunPower informed Taylor Morrison on August 27, 2024, that, without Taylor Morrison's participation in the Builder Direct Pay program, it could not commit to any of its scheduled dates for past-due and future performance under the SoCal Master Agreement 1 and SoCal Master Agreement 2, including some as late as November.

25. As a result of these breaches, Taylor Morrison previously estimated that its damages, which are recoverable under the TM Contracts, totaled at least $2,682,811.00. *See* Proof of Claim No. 0000011749; *see also* D.I. 482 at 4-5. As provided in Section 4.2 of the Master Agreements, Taylor Morrison had no obligation to pay SunPower amounts due for work if SunPower was "in default under this Agreement" and "may withhold from the progress payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount[.]" Taylor Morrison did just that.

B. The Bankruptcy Case

26. On or about August 5, 2024, SunPower filed voluntary petitions under Chapter 11 of the Bankruptcy Code.

27. All of the cases were jointly administered in the Bankruptcy Case.

28. On September 23, 2024, the Court entered the Sale Order approving the Complete Solaria APA authorizing the sale (the "Sale") of certain assets of SunPower to Complete Solaria (the "Acquired Assets").

29. Pursuant to the approved Complete Solaria APA, SunPower sold certain assets, which included certain accounts receivable to Complete Solaria, but retained other accounts receivable. *See* Complete Solaria APA, D.I. 605, Ex. 1 at §§ 1.1(n) and 1.2(a).

30. Under Section 1.1 of the Complete Solaria APA, Complete Solaria acquired "all assets (the "Acquired Assets") relating to the (i) New Homes Business, (ii) Non-Installing Dealer Business and (iii) Blue Raven Business (the "Acquired Businesses") and the definition of "Acquired Assets" importantly notes that it excludes "in all cases the Excluded Assets," and includes the following items, but only in the case that they are not explicitly Excluded Assets:

> a. All Contracts listed on Schedule 1.1(a) of the APA (collectively, the "Assigned Contracts") and all rights and benefits thereunder. Complete Solaria APA § 1.1(a).
>
> b. All Accounts Receivable related *solely* to the Acquired Businesses *and* Acquired Assets. Complete Solaria APA § 1.1(n) (emphasis added).

31. Among the assets that were excluded from the Acquired Assets, however, were the "Excluded Assets," among which were "(a) all Accounts Receivable of the Sellers to the extent not related to the Acquired Assets or Acquired Businesses; … (d) all of the Sellers' rights

under any Excluded Asset; [and] (e) all Contracts to which any Seller is a party other than the Assigned Contracts, including independent contractor agreements[.]" Complete Solaria APA, at §1.2(a), (d), and (e).

32. Pursuant to § 1.5(d) of the Complete Solaria APA, to the extent any contract was rejected by the Debtors prior to being assumed and assigned to Complete Solaria, it "shall not be assigned to, or assumed by, [Complete Solaria]." Complete Solaria APA, at § 1.5(d). Those contracts, and any attached receivables, like the TM Contracts, were retained by SunPower.

33. Section 1.1(n) provides that Accounts Receivable are included "solely" to the extent it relates to the Acquired Business and Acquired Assets. The inclusion of the "and" is important especially when combined with the word "solely" – meaning that Accounts Receivable are included only if it relates to the Acquired Businesses and Acquired Assets.

34. Here, the TM Contracts do not relate to both the Acquired Businesses and the Acquired Assets because the TM Contracts were rejected effective September 23, 2024[2] and were neither assigned to nor assumed by Complete Solaria. A true and correct copy of the Order authorizing the rejection of the TM Contracts is attached hereto as **Exhibit G**.

35. Based on the rejection of the TM Contracts,[1] TM has had no contracts with the Defendants or any of the Debtors since September 23, 2024.

36. On October 18, 2024, the Court entered the Confirmation Order [D.I. 872] confirming the *Amended Joint Chapter 11 Plan of SunPower Corporation and Its Debtor Affiliates (Technical Modifications)* [D.I. 829] (the "Plan") and appointing the Plan Administrator.

37. During the post-confirmation period, the Plan Administrator and Complete Solaria appear to have entered into settlement agreement under which Complete Solaria was

[1] *See* Order Approving Stipulation [DI 633 at ¶ 3].

given authority to collect certain accounts receivable payable to SunPower. While the terms of the settlement agreement have not been disclosed, Taylor Morrison has received a Notice of Right to Collect executed by the Plan Administrator and Complete Solaria, which discloses the collection arrangement. A true and correct copy of the Notice of Right to Collect is attached hereto as **Exhibit H**.

C. Demands to Taylor Morrison by Complete Solaria

38. Taylor Morrison has been in discussions for months with the Complete Solaria relating to amounts that Debtor identified as accounts receivable from Taylor Morrison (the "Purported Accounts Receivable").

39. Taylor Morrison is not obligated to pay the Purported Accounts Receivable on account of its recoupment rights and its rights under the Master Agreements to withhold amounts based on a default by SunPower. As previously stated, Taylor Morrison's damages are in excess of $2.6 million, and continue to accrue.

40. While the parties have been working toward a resolution, as of the date of this filing, no such resolution has been reached.

41. On June 16, 2026, Complete Solaria, now operating under the name SunPower Inc., sent Taylor Morrison a letter demanding payment in the amount of $507,493.50 (the "Demand Letter"). A true and correct copy of the Demand Letter is attached hereto as **Exhibit I**.

42. The Demand Letter includes the following threat if payment is not received by June 23, 2026:

> If payment is not received by June 23, 2026, SunPower will be required to protect its legal rights. In addition to initiating formal recovery procedures, **we will begin contacting homeowners with solar systems for which we have not received payment and inform them that due to Taylor Morrison's failure to pay us as legally required for their solar system, we will be shutting off**

> **their system and pursuing all legal remedies necessary to repossess their equipment**, which we still own. A copy of the letter to be sent to the aforementioned homeowners is enclosed for your reference

See Ex. H at 1 (emphasis added).

43. The Demand Letter falsely states that Complete Solaria "still owns" the solar systems previously installed on the TM Projects. Under California law, title to these systems transferred to the homeowners upon installation. Cal. Com. Code § 2401.

44. The Demand Letter threatens to contact Taylor Morrison's customers, stating "[a] copy of the letter to be sent to the aforementioned homeowners is enclosed for your reference."

45. The form letter includes the following threat to Taylor Morrison's customers: "SunPower has no alternative but to remotely deactivate your solar system" and "begin the process of removing the solar system from your property through repossession[.]"

46. Taylor Morrison has asserted, and will continue to assert, that it does not owe any amounts to SunPower, the Plan Administrator, or Complete Solaria based on the terms of the TM Contracts.

47. If Complete Solaria follows through on its threat to deactivate the solar systems or attempts to unlawfully seize the systems, the homeowners will lose access to solar power. As a result, both the homeowners and Taylor Morrison will suffer significant harm and damages. Such conduct would expose Complete Solaria—and, because Complete Solaria is acting as a collection agent for the bankruptcy estate, the estate itself—to substantial liability arising from Complete Solaria's unlawful actions.

COUNT I

(Declaratory Judgment Against Defendants – Determination that no amounts are currently due to Complete Solaria or SunPower under the TM Contracts)

48. Plaintiff repeats and incorporates by reference its allegations contained in the foregoing paragraphs as if fully set forth herein.

49. Pursuant to 28 U.S.C. § 2201, et seq., the Court has power to "declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is sought."

50. Under Section 4.2 and 13.14 of the Master Agreements, Taylor Morrison is entitled to withhold payment to SunPower in the event SunPower was in default under the TM Contracts.

51. SunPower breached the TM Contracts by failing to provide labor and equipment for the TM Projects. As a result, Taylor Morrison has been damaged in amount no less than $2,682,811.00.

52. In addition, SunPower rejected the TM Contracts in the Bankruptcy Case, which constitutes a material breach under those Master Agreements.

53. The facts set forth herein demonstrate the existence of an actual, justiciable controversy involving specific, adverse claims regarding whether Complete Solaria or SunPower have a present right to collect the Purported Accounts Receivable.

54. This issue is ripe for adjudication as Complete Solaria, on behalf of SunPower, is improperly attempting to collect the Purported Accounts Receivable from Taylor Morrison and its homeowners.

55. All facts necessary for an adjudication of this dispute have occurred.

56. Accordingly, Plaintiff seeks entry of a judgment declaring that no amounts are

currently due to Complete Solaria or SunPower on account of the Purported Accounts Receivable.

COUNT II

(Declaratory Judgment Against Defendants – Determination that title to the solar systems transferred to Taylor Morrison's homeowners upon installation and that neither SunPower nor Complete Solaria own them)

57. Plaintiff repeats and incorporates by reference its allegations contained in the foregoing paragraphs as if fully set forth herein.

58. Pursuant to 28 U.S.C. § 2201, et seq., the Court has power to "declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is sought."

59. Under California law, the solar systems installed by SunPower transferred to the respective property owners upon installation. Cal. Com. Code § 2401; Cal. Civ. Code § 1013.

60. Complete Solaria, through the Complete Solaria D/B/As, is now attempting to collect the Purported Accounts Receivable and has taken the position that it owns the solar systems installed on the TM Projects.

61. If Complete Solaria deactivates the solar systems or takes other action to unlawfully seize the systems or otherwise interfere with any homeowners' use and enjoyment of such solar systems, it will result in irreparable harm to Taylor Morrison and its customers.

62. The facts set forth herein demonstrate the existence of an actual, justiciable controversy involving specific, adverse claims regarding whether Complete Solaria, SunPower, or the Plan Administrator have a right to deactivate the solar systems or pursue other legal action to seize them.

63. This issue is ripe for adjudication as Complete Solaria has stated that it will begin imminent action to deactivate and seize the solar systems.

64. All facts necessary for an adjudication of this dispute have occurred.

65. Accordingly, Plaintiff seeks entry of a judgment declaring that neither SunPower nor Complete Solaria have title to the solar systems installed on the TM Projects and that title to those systems belong to the homeowners.

COUNT III

(Temporary, preliminary, and permanent injunction against Debtors, the Plan Administrator, and Complete Solaria)

66. Plaintiff repeats and incorporates by reference its allegations contained in the foregoing paragraphs as if fully set forth herein.

67. Complete Solaria, on behalf of SunPower, has and continues to attempt to collect the Purported Accounts Receivable from Taylor Morrison.

68. Complete Solaria, on behalf of SunPower, has asserted that it owns certain solar equipment installed on the TM Projects.

69. Taylor Morrison contends that it does not owe any amounts to SunPower, the Plan Administrator, or Complete Solaria based on the terms of the TM Contracts.

70. Despite the dispute over whether Taylor Morrison in fact owes any monies to Complete Solaria or SunPower, Complete Solaria is threatening to contact numerous Taylor Morrison customers to inform them that Complete Solaria will "remotely deactivate [customer's] solar system[s]" and "begin the process of removing the solar system[s] through repossession" because of the ongoing payment disputes between Complete Solaria and Taylor Morrison.

71. These communications from Complete Solaria to Taylor Morrison's customers will cause irreparable reputational damage to Taylor Morrison as well as irreparable harm in the form of lost sales and Taylor Morrison customers declining to do further business with Taylor Morrison.

72. The threatened action will also harm the Debtors' estate due to the significant liability that will be incurred from future litigation brought by the homeowners and Taylor Morrison if solar systems are deactivated or unlawfully seized by Complete Solaria, an entity that purportedly is acting as collection agent for SunPower.

73. Taylor Morrison is entitled to a temporary restraining order, preliminary injunction and permanent injunction enjoining the Defendants and all persons acting in concert or participation with the Defendants from (i) any communications, whether those be indirect or direct, with Taylor Morrison's customers related to the Purported Accounts Receivable, and (ii) any attempt to take action, whether indirect or direct, against Taylor Morrison's customers because of the Purported Accounts Receivable.

74. Taylor Morrison will be irreparably harmed if the requested relief is not granted due to the deactivation of solar services to its homeowners, the reputational damage to Taylor Morrison, and the loss of sales as a result of the threatened action in the Demand Letter.

75. The injury to Taylor Morrison of not granting injunctive relief outweighs whatever damage the proposed injunction may cause the Defendants who will have the ability in a proper forum to present evidence on what they believe is owed under the TM Contracts.

76. In light of the foregoing and the present facts, and the potential for more damage to Taylor Morrison and Taylor Morrison's customers, the balancing of equities strongly favors entry of the requested injunctive relief.

COUNT IV

(Declaratory Judgment Against Defendants – Determination that Complete Solaria is a collection agent for the Plan Administrator with respect to the Purported Accounts Receivable and that Plan Administrator is Liable for the Improper Acts of its Agent)

77. Plaintiff repeats and incorporates by reference its allegations contained in the

foregoing paragraphs as if fully set forth herein.

78. Pursuant to 28 U.S.C. § 2201, et seq., the Court has power to "declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is sought."

79. Pursuant to the Plan and Confirmation Order, the Plan Administrator has authority to pursue or resolve the Purported Accounts Receivable, subject to all applicable defenses of Taylor Morrison.

80. Complete Solaria, through the Complete Solaria D/B/As, is now attempting to collect the Purported Accounts Receivable through demands and by threatening to contact Taylor Morrison's customers and to shut off, deactivate, and otherwise interfere with the homeowners' use and enjoyment of their solar panel services unless Taylor Morrison pays the Purported Accounts Receivable.

81. Complete Solaria purports to rely on a settlement agreement with the Plan Administrator that authorizes it to collect the Purported Accounts Receivable on behalf of the Plan Administrator.

82. The Plan Administrator has known, or should have known, about Complete Solaria's improper collection tactics, and therefore is responsible and liable for any damages that result from Complete Solaria's improper collection tactics.

83. The facts set forth herein demonstrate the existence of an actual, justiciable controversy involving specific, adverse claims regarding whether Complete Solaria has a right to collect the Purported Accounts Receivable and whether it is acting as a collection agent for the Plan Administrator.

84. This issue is ripe for adjudication as the dispute over the Purported Accounts

Receivable is affecting Taylor Morrison's business dealings.

85. All facts necessary for an adjudication of this dispute have occurred.

86. The prompt resolution of this matter will assist the parties in determining their respective rights and obligations, if any, as it relates to the Purported Accounts Receivable.

87. Accordingly, Plaintiff seeks entry of a judgment declaring whether Complete Solaria is acting as a mere collection agent for the Plan Administrator.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment:

(a) Declaring that no amounts are presently due to Complete Solaria or SunPower under the TM Contracts.

(b) Declaring that title to the solar systems on the TM Projects transferred to Taylor Morrison's homeowners upon installation, and that neither SunPower nor Complete Solaria hold title to those systems.

(c) Granting a temporary restraining order, preliminary injunction, and a permanent injunction enjoining Defendants and all persons acting in concert with Defendants from (i) communicating with Taylor Morrison's customers related to the Purported Accounts Receivable; and (ii) attempting to take or continuing any actions against Taylor Morrison's customers because of the Purported Accounts Receivable.

(d) Declaring Complete Solaria to be an agent of the Plan Administrator with respect to the Purported Accounts Receivable and the Plan Administrator is liable for the improper collection efforts and any damages that result of same.

(e) Awarding Plaintiff its attorneys' fees and costs incurred in this action to the fullest extent allowable under the applicable agreements and applicable law.

(f) Ordering all such further legal and equitable relief as this Court deems just and proper.

Dated: June 23, 2026
Wilmington, DE

PASHMAN STEIN WALDER HAYDEN, P.C.

/s/ Henry J. Jaffe
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- and -

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Counsel for Taylor Morrison Services, Inc. and William Lyon Homes, Inc.

EXHIBIT A

TAYLOR MORRISON

MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

CONTRACTOR: **State & Entity Type**	Sunpower Corporation Systems, a California corporation	**TAYLOR MORRISON:**	Taylor Morrison Services, Inc., a Delaware corporation
DBA (if applicable)		**DIVISION NAME:**	Southern California Division
ADDRESS: (Also include physical address, if different than mailing address)	PO Box 59752 Los Angeles, CA 90074-9752	**ADDRESS:**	4695 MacArthur Court, 8th Floor Newport Beach, CA 92660
ATTN:	Matt Brost	**ATTN:**	Mike DiGiovanni
TELEPHONE:	(512) 381-7580	**TELEPHONE:**	(949) 341-1206
EMAIL:	Matt.Brost@sunpower.com	**EMAIL:**	mdigiovanni@taylormorrison.com
LICENSE #: (if applicable)	890895	**LICENSE #:** (if applicable)	519465
FED. TAX ID #:	20-8248962	**FED. TAX ID #:**	95-3585262

This Master Agreement for Vertical Construction Services ("**Agreement**") is made effective as of May 25, 2022 ("**Effective Date**"), and shall govern the relationship between Contractor and Taylor Morrison for any new home construction and associated lot improvement project as described in the Contract Documents, as defined below (a "**Project**"), which may include reference to a specific new home and associated lot improvements (collectively, a "**Home**" or "**Home Construction**") on which Contractor provides services to the Taylor Morrison Division identified above. Contractor and Taylor Morrison agree as follows:

ARTICLE 1--RELATIONSHIP OF THE PARTIES

This Agreement establishes the terms and conditions on which Taylor Morrison may, from time to time, and in Taylor Morrison's sole discretion, purchase or obtain from Contractor the labor, supervision, administration, and other activities, and the equipment, tools and materials as required by the terms of this Agreement to complete the Work (as defined below) set forth in the Contract Documents (as defined below). Once executed, the provisions of this Agreement shall apply to and become part of any bid submitted by Contractor and accepted by Taylor Morrison. The parties' obligations with respect to the Work under the Contract Documents are expressly governed by the terms and conditions contained or referred to herein and shall be considered a part of any and all Purchase Orders that may be issued by Taylor Morrison hereafter to Contractor. Any additional or different terms and conditions set forth in any invoices, acknowledgements, or similar writings produced by Contractor, including but not limited to general conditions relating to contractual risks, duties, indemnification, insurance requirements, limitations of liability, or legal responsibilities of the contractual parties, are objected to by Taylor Morrison, and will not be binding upon either party unless specifically agreed to in writing by an authorized representative of such party, which in the case of Taylor Morrison shall mean a President, Vice President, or Board appointed Authorized Agent of the applicable Taylor Morrison Division identified above, and in the case of Contractor shall mean the Supervisor (as defined below). This Agreement is non-exclusive and is not a requirements contract. Taylor Morrison reserves the right to use its own resources and employ other contractors or subcontractors, or Taylor Morrison's own forces, to perform Work or services on any Project. The purpose of this Agreement is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event Contractor performs any Work for Taylor Morrison pursuant to the Contract Documents. Wherever this Agreement confers rights and benefits to Taylor Morrison, those are equally applicable to and available to Owner (as identified in the Project-specific Community Pricing Schedule Addendum defined below), and as such, any reference to the term "**Taylor Morrison**" throughout this Agreement is not done to the exclusion of "**Owner**", but rather specifically includes Owner as provided for herein, including without limitation, indemnification provisions and additional insured status, and further that those entities are intended express third party beneficiaries to this Agreement and any Contract Documents governing the parties hereunder.

ARTICLE 2--CONTRACT DOCUMENTS, COMMUNITY PRICING SCHEDULE ADDENDUM, PURCHASE ORDERS AND ELECTRONIC COMMUNICATIONS PROTOCOL

2.1 CONTRACT DOCUMENTS. This Agreement and any amendment hereto (if applicable), together with the exhibits, addenda and other hard or electronic documents described below, shall be collectively referred to as the "**Contract Documents**," and are hereby incorporated into and made part of this Agreement:

(a) General Conditions (Exhibit A);
(b) Scope of Work Addendum (A representative form of a Scope of Work Addendum is attached as Exhibit B);
(c) Site Safety Rules (Exhibit C);
(d) Any Community Pricing Schedule Addendum or Change Orders (as defined below) issued pursuant to this Agreement (A representative form of a Community Pricing Schedule Addendum is attached as Exhibit D);
(e) Insurance Requirements (Exhibit E);
(f) Payment Terms (Exhibit F);
(g) Electronic Communication Protocol (Exhibit G);
(h) Joint Check Agreement (Exhibit H);
(i) Plans and Specifications (www.HyphenSolutions.com); and
(j) Any Purchase Orders or VPOs (as defined below) issued pursuant to this Agreement.

2.2 SCOPE OF THIS AGREEMENT. This Agreement does not authorize Contractor to commence any Work until such time as Taylor Morrison delivers to Contractor both a Community Pricing Schedule Addendum for the Work in the form of the representative Community Pricing Schedule Addendum set forth in Exhibit D (the "**Community Pricing Schedule Addendum**") and a Purchase Order (the "**Purchase Order**") which, from time to time, will be provided by Taylor Morrison to Contractor in Taylor Morrison's sole discretion for each Home Construction. In addition to the Community Pricing Schedule Addendum and Purchase Order, Contractor hereby acknowledges and agrees to be bound by the terms and conditions contained in the General Conditions attached hereto as Exhibit A and the Insurance Requirements attached hereto as Exhibit E.

2.3 SCOPE OF WORK. Contractor agrees to furnish all supervision, labor, materials, equipment, facilities, technology, and services required to complete the Work based upon the applicable Scope of Work Addendum, a representative form of which is attached hereto as Exhibit B (collectively, whether one or more, the "**Scope of Work**") (hereinafter, collectively the "**Work**") in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all supervision, labor, materials, equipment, facilities, technology and services that are:

(a) reasonably inferable from the Scope of Work specified;
(b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
(c) necessary for the successful, timely and safe completion of the Work;
(d) necessary to cut, fit or patch portions of the Work as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
(e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and Homeowner (as defined below) or Homeowner Association warranty requests approved by Taylor Morrison.

2.4 ACCEPTANCE OF COMMUNITY PRICING SCHEDULE ADDENDUM AND PURCHASE ORDER(S). If Contractor commences performance of the Work, with or without a Community Pricing Schedule Addendum and Purchase Order, it will be deemed to have accepted the terms and conditions of this Agreement. If Taylor Morrison issues a Community Pricing Schedule Addendum and Purchase Order for a Project, and Contractor undertakes Work on the Project, Contractor, by undertaking the Work, will be bound by the Community Pricing Schedule Addendum and Purchase Order just as if Contractor had signed both such documents. If Contractor commences Work on a Project without both a Community Pricing Schedule Addendum and Purchase Order having been issued by Taylor Morrison, it shall do so at its own risk and cost. Taylor Morrison may subsequently issue a Community Pricing Schedule Addendum and Purchase Order, which shall govern all Work performed before and after the Community Pricing Schedule Addendum and Purchase Order(s) are issued, unless it specifically provides otherwise.

2.5 COMMUNITY PRICING SCHEDULE ADDENDA, PURCHASE ORDERS, VARIANCE PURCHASE ORDERS AND CHANGE ORDERS.

2.5.1 A Community Pricing Schedule Addendum shall be created by Taylor Morrison, as applicable, and delivered to Contractor for its signature or deemed approval as provided in Section 2.4. All materials, quantities, prices, as well as all additional inclusions and exclusions for Contractor's Work on a Project that supplement or amend the terms of this Agreement are listed on a Pricing Schedule Addendum. The Community Pricing Schedule Addendum will also specify if Contractor will or will not be enrolled in Taylor Morrison's OCIP, as defined below, for the project. All Community Pricing Schedule Addenda are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Contract Documents shall be paid in the amounts listed on the Community Pricing Schedule Addendum, except to the extent modified by Change Order, and will not be adjusted after the Work has achieved substantial completion (as defined below).

2.5.2 Purchase Orders are created by Taylor Morrison and are available to Contractor as provided in Exhibit G. Whereas a Community Pricing Schedule Addendum establishes the price for Work to be undertaken at a Project, the Purchase Order is intended to supplement the Community Pricing Schedule Addendum by providing Contractor the notification required to commence a specific portion of the Work described in such Purchase Order. The Purchase Order may also specify color and style selections, or other pertinent information, if applicable. All Purchase Orders are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Purchase Order shall be paid in the amounts listed on the Community Pricing Schedule Addendum and Purchase Order and, except to the extent modified by Change Order will not be adjusted after the Work is complete.

2.5.3 Variance Purchase Orders ("**VPO's**") and Variance Purchase Orders (Extra Purchase Orders) ("**VAR (EPO's)**") are for construction field variances on a single lot only and are issued by Taylor Morrison, if and when applicable. Unless otherwise agreed to in writing by Taylor Morrison, no deviation in the Work is to be done by Contractor prior to the issuance of a VPO. Once Taylor Morrison creates a VPO, which will be available to Contractor as provided in Exhibit G, then construction of the Work described therein can begin. Unless otherwise agreed to in writing by Taylor Morrison, if Contractor engages in Work prior to the issuance of the applicable VPO, Taylor Morrison shall not have any liability for payment for such Work.

2.5.4 Change Orders ("**Change Orders**") are for changes to the pricing, quantities, materials and/or Work described in a particular Community Pricing Schedule Addendum and/or Purchase Order that will affect every lot and/or plan going forward subject to a specific Community Pricing Schedule Addendum. The Change Order will be issued by Taylor Morrison and not the Contractor. Unless otherwise agreed to by Taylor Morrison, no deviation in the Work described in a Purchase Order is to be done by Contractor or Contractor's subcontractors prior to the issuance of a Change Order. Once Taylor Morrison creates a Change Order, which will be delivered to Contractor for its signature, then construction of the Work under a Purchase Order described therein can begin subject to the Change Order.

2.5.5 If Contractor engages in Work without a fully executed Community Pricing Schedule Addendum and issued Purchase Order, as well as an issued VPO, if applicable, or fully executed Change Order, if applicable, Taylor Morrison shall not have any liability for payment for such Work.

2.6 ELECTRONIC COMMUNICATION PROTOCOL. To help facilitate uniform and secure transmittal of electronic communications, and to protect and preserve data exchanged via electronic communications, the parties hereby agree that their electronic communications on any Project will be governed by Exhibit G.

ARTICLE 3--CONTRACTOR'S OBLIGATIONS AND REPRESENTATIONS

3.1 REPRESENTATIONS AND WARRANTIES. Contractor hereby, and at all times during the performance of any Work, represents and warrants that:

(a) Contractor is an expert in its field and trade;
(b) Contractor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under the Contract Documents;
(c) Contractor is a duly formed and existing entity and is authorized to do business in the state where the Project is located;

(d) Contractor is properly qualified, certified and licensed by all governmental and quasi-governmental authorities with jurisdiction over any Project, and shall continue to be so certified and licensed at all times during performance of the Work (inclusive of any warranty obligations hereunder);

(e) Contractor has disclosed to Taylor Morrison, in writing, any pending claims and actions, including arbitration and litigation, in which it is a party;

(f) Contractor's execution and delivery of the Contract Documents, where required, and performance of the Work, is within its duly authorized powers and has been duly authorized;

(g) Contractor is, at all times, in compliance with all health and safety requirements and training, as required in the local jurisdiction; and will at all times during the performance of the Work maintain a competent person responsible for all safety and health requirements at the Site (as defined below);

(h) Unless otherwise set forth in the Contract Documents, Contractor shall give public authorities all notices required by law and shall obtain, maintain and pay for all necessary permits, licenses and renewals pertaining to Contractor and the Work; and

(i) Contractor shall timely provide to Taylor Morrison copies of any and all notices, permits, licenses and renewals required under the Contract Documents.

3.2 SUPERVISION. Prior to commencement of the Work, Contractor shall specify its supervisor for each Project (the "**Supervisor**") and will notify Taylor Morrison in writing as to the name and contact information for such Supervisor. Contractor shall immediately notify Taylor Morrison in writing of any temporary or permanent changes to such designee. At any time Contractor is performing the Work, and at other times as necessary, the Supervisor shall be present at the Site. Contractor represents that the Supervisor: (i) is highly qualified and has an excellent record of experience and performance on work similar to the Work; (ii) has the linguistic skills necessary to communicate with Contractor's employees, subcontractors, suppliers and others for whom Contractor is responsible, whatever their primary language may be, as well as to communicate fully with Taylor Morrison and its contractors; (iii) is fully knowledgeable regarding the Work and the requirements of the Contract Documents; and (iv) is authorized to respond to the needs and requirements of Taylor Morrison without obtaining further authorization. If Contractor fails to have adequate supervision on the Site, in addition to any other remedies available to Taylor Morrison under this Agreement, Taylor Morrison may supply its own supervision, at Contractor's sole cost, or in the alternative, cause all Contractor's employees to cease Work until adequate supervision is provided, again at Contractor's sole cost.

3.3 CORRECTION OF DEFECTIVE WORK. At any time during performance of the Work and so long as Taylor Morrison or Owner remains liable for any portion of the Work, and at the request of Taylor Morrison, Contractor shall remove and repair or replace any of its workmanship, materials and equipment that are defective or substandard and any equipment that fails to develop ratings, capacities, or characteristics required by the Contract Documents or as may be required due to the application of California law, including Civil Code § 895, et seq. (including without limitation, the failure to comply with the functionality standards or other requirements of Title 7, Civil Code §§895, et seq.) and/or any cosmetic and/or fit and finish defects (collectively, the "**Defective Work**"), at Contractor's sole expense and Taylor Morrison's convenience. Contractor shall also pay all damages, fees, fines, and expenses incurred in removing, replacing, or repairing other Work required as a result of removing, replacing or repairing any part of its Defective Work.

3.4 SAFETY.

3.4.1 Contractor acknowledges that Contractor, and not Taylor Morrison, is the "**Controlling Employer**" and therefore has the authority and responsibility for the safety of its employees, other contractors, subcontractors, sub-subcontractors, consultants and materialmen, as well as the safety of other subcontractors, sub-subcontractors, consultants and trades in relation to Contractor's Work or trade, while on the job Site. In furtherance thereof, Contractor shall provide safe and sufficient facilities at all times. Contractor shall take all safety measures related to its Work or trade as required by Taylor Morrison and all applicable laws, ordinances, rules, regulations and orders of any public authority including, without limitation, the California Occupational Safety and Health Act of 1973 and all rules and regulations promulgated by the California Department of Industrial Relations pursuant to said Act.

3.4.2 Contractor shall be responsible to Taylor Morrison for the reimbursement of any damages suffered by Taylor Morrison as a result of Controlling Employer's failure to comply with the terms of this Section 3.4, including any fines or penalties and damages due to claims against Taylor Morrison and/or Owner for injury to persons or property.

3.4.3 Contractor, by execution hereof, verifies that all personnel assigned to perform the Work have completed safety training specifically required by state/federal OSHA and will be qualified by training and/or experience to complete the assigned Work. All necessary personal protective equipment deemed appropriate for the Work assignment will be

provided by Contractor at its expense to all personnel who will be instructed by Contractor in the proper selection, care and use of such safety devices and safeguards. Material Safety Data Sheets ("**MSDS**") related to products which may be used on the Project will be provided to Taylor Morrison, and any personnel who may be required or permitted to use such products will have been made aware of the risks associated with such materials and the safety precautions necessary to protect people, property and the environment. As the "Controlling Employer" with regard to the safety of its own employees, Contractor shall have a designated "Responsible, Authorized Person for Safety" on the job Site at all times that Contractor's personnel are working on the Project, Contractor will identify and arrange for additional safety training as the need arises, will perform continuous hazard recognition for unsafe work practices and/or unsafe work conditions and will abate same, and will eliminate all unacceptable risks howsoever created. It is a condition of this Agreement that Contractor have an effective safety and health program that meets or exceeds OSHA requirements. Contractor shall comply with all requirements and standards with respect to occupational health and safety, accident prevention and safety equipment and practices, health and safety training of Contractor's employees and any subcontractor employees on Site, and any accident prevention and safety program of Taylor Morrison, including the Site Safety Rules attached hereto as Exhibit C and the General Conditions attached hereto as Exhibit A. It is Contractor's responsibility to report any safety or health hazards or potential hazards before commencing any activity that poses any hazard to any person, property or the environment.

3.4.4 Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, or any other loss, damage or expense, arising directly or indirectly out of the obligations imposed upon Contractor by this Article 3.4, or out of the operations conducted by Contractor including those due to the active or passive negligence of Taylor Morrison save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Taylor Morrison, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

3.5 HAZARDOUS SUBSTANCES. Contractor shall use only the minimum quantities of any Hazardous Substance (as defined below) required for the Work. Contractor shall ascertain the applicability of and shall fully comply with any laws, regulations or manufacturer's recommendations regarding the use, storage and disposal of any Hazardous Substance, and shall notify Taylor Morrison and other contractors on the Site sufficiently in advance, in writing, if Contractor intends to use any Hazardous Substance. Contractor shall promptly clean up and remove, by approved methods, any Hazardous Substance spilled or otherwise introduced onto the Site by or on behalf of Contractor. If Contractor encounters any Hazardous Substance on the Site, it shall immediately notify Taylor Morrison, in writing, and cease Work in the affected area until otherwise instructed by Taylor Morrison (as well as any regulatory agency, if applicable).

For purposes of this Agreement, "**Hazardous Substance**" means any materials or pollutants which pose a hazard to the Project or the Site, or to persons on or about the same, or cause the Project or the Site to be in violation of any law or local approval, or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic" or words of similar import under any applicable law or regulation, including but not limited to California Civil Code Section 2782.6(d).

3.5.1 The Safe Drinking Water and Toxic Enforcement Act of 1986 (aka Proposition 65) (the "**Act**") prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause cancer, birth defects or other reproductive harm into water or onto land where such chemical passes or probably will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor on the basis that it has less than ten (10) employees, Contractor hereby agrees to comply with all provisions of this Act relating to the discharge of Hazardous Substances on the Site.

3.6 MOLD. Contractor shall deliver the Project and all Work free from mold or conditions reasonably likely to lead to the development of mold. If mold arises out of Contractor's Work, Contractor shall bear sole responsibility and cost, after notification by Taylor Morrison, to eliminate and remediate such mold (and any resulting damages) in a manner acceptable to Taylor Morrison. However, Taylor Morrison may, in its sole discretion, eliminate and remediate such mold (with other subcontractors or otherwise) and seek any and all available remedies against Contractor, including the right to back charge or setoff. No materials supplied or installed by Contractor shall exceed acceptable moisture levels at the time of installation into the Project.

3.7 PROJECT SITE. By commencing Work, Contractor warrants that it has carefully examined the site of the Work (the "**Site**"), including but not limited to all boundary and edge conditions, proposed house construction phase locations and sequences, lumber cut yards, material storage locations, wash out pits, and security, safety, traffic and parking issues and

concerns, to make certain that it is acceptable to Contractor and the Site is ready to accept the Work, that it has been provided full and complete access to the Site and an area in reasonable proximity to the Site for storage and preparation of materials for the Work, and Contractor has investigated and will be satisfied as to the conditions to be encountered as to the character, quantity and quality of the Work to be done and to the requirements shown on the Plans (as defined below). Contractor shall not in any respect rely upon any representation made to it by any person on behalf of Taylor Morrison but shall rely solely upon its own investigations. Contractor warrants that it has thoroughly reviewed all Contract Documents, including but not necessarily limited to the Plans, Specifications, Scope of Work Addendum, Community Pricing Schedule Addendum, Purchase Order, etc. and any other pertinent information necessary to successfully complete the Work and shall be responsible to ensure that employees, supervisors, and/or other subcontractors employed by Contractor adhere to same. Contractor warrants that it has examined all material, equipment, fixture lists, etc. and compared said lists with the Plans and Specifications to confirm accuracy, and that it is familiar with the Project Site and that its bid includes all items and quantities required for completion of the Project as intended by this Agreement. Any errors or omissions in the Contract Documents shall be called to the attention of Taylor Morrison in writing prior to Contractor's submission of its bid.

3.8 AS-BUILT PLANS AND ANNOTATED SPECIFICATIONS AND OTHER DOCUMENTATION. The Plans and Specifications (as defined below) shall be made available at the electronic location(s) specified in Exhibit G and/or by the Taylor Morrison. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

(a) as-built Plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, pipes, structural members, walls, partitions and other significant features (collectively, the "**Plans**"); and
(b) Specifications, inclusive of all annotated Specifications marked in the field to show all changes, revisions and substitutions (collectively, the "**Specifications**").

All Contract Documents provided to Contractor by Taylor Morrison pursuant to this Agreement are the exclusive property of Taylor Morrison and are not to be used by Contractor or given or assigned by Contractor to others for any purposes (including, but not limited to a request by a homeowner or prospective homeowner) not specifically agreed to in writing by Taylor Morrison or as required by law. All copies of the Plans and Specifications shall be returned to Taylor Morrison, in the condition provided, upon request.

In the event of a Specification that allows Contractor or any of its subcontractors to elect one of several brands, makes or types of material or equipment, Contractor shall show which of the allowable items was furnished. The as-built Plans and Specifications shall be kept at the Site or available in electronic format in the location specified in Exhibit G, and shall be available for inspection by Taylor Morrison and any governmental authorities or utilities.

3.9 TAXES. Contractor shall pay all applicable taxes for the Work provided by Contractor. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work.

3.10 INSPECTION OF WORK. The Work, and payment for same, shall be subject to inspection and approval by Taylor Morrison, its third-party inspectors, and/or governmental authorities and utility companies. All tests required by the governing authorities shall be made in the presence of Contractor and/or Taylor Morrison. Contractor shall furnish all tools, instruments and equipment required for testing and shall make all temporary connections. Certificates of approval shall be obtained and delivered to Taylor Morrison. If the Work or any portion of it fails to pass inspection, Contractor shall bear all costs for reinspection, detection, correction (to the satisfaction of Taylor Morrison, its third-party inspectors, and/or the relevant governmental authority or utility). Contractor shall commence corrective Work within twenty-four (24) hours after the failed inspection and shall diligently pursue the corrective Work to completion. If any dispute arises as to the quality of Contractor's workmanship or the quality or type of materials furnished, Taylor Morrison's reasonable decision shall be binding on Contractor during the course of the Work. If any portion of the Work is covered prior to required inspection or contrary to the requirements of the Contract Documents or the request of Taylor Morrison, that portion shall be uncovered or removed at Contractor's sole cost and after inspection shall be recovered or replaced at Contractor's sole cost.

3.11 PERFORMANCE AND PAYMENT BONDS. To the extent required under any Community Pricing Schedule Addendum, Contractor shall furnish within ten (10) days from the date of Taylor Morrison's written request, any performance and payment bond in a form and with a surety satisfactory to Taylor Morrison. Changes in the Contract Documents or this Agreement shall not affect surety's liability on the bond(s). Taylor Morrison and any additional party specified in the Community Pricing Schedule Addendum shall be multiple obligees on such bonds.

ARTICLE 4--CONTRACT PRICE AND PAYMENT

4.1 CONTRACT PRICE. Contractor shall perform the Work for the contract price set forth in the Community Pricing Schedule Addendum and Purchase Order accepted by Contractor as provided in Section 2.4 (the "**Contract Price**").

4.2 PAYMENT. Taylor Morrison shall pay Contractor as provided in Exhibit F, as may be modified in the Purchase Order, so long as Contractor is not in default under this Agreement, upon certification by Taylor Morrison that the portion of the Work for which payment has been requested has been completed to Taylor Morrison's satisfaction.

Taylor Morrison shall pay any amounts due within the time period specified in Exhibit F after Contractor has completed its Application for Payment as specified in Exhibit F and Taylor Morrison has accepted the Work defined in the Purchase Order. In the event of a dispute between Taylor Morrison and Contractor, Taylor Morrison may withhold from the progress payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount, if there exists a good faith dispute as to the Contractor's entitlement to such payment.

Taylor Morrison shall make final payment to Contractor of the balance due to it under each Purchase Order including Retainage, if applicable, (as defined below), within the time period specified in Exhibit F after the earliest of the following: (1) the date of the issuance of a certificate of occupancy, if applicable; (2) the date of completion of the Work set forth in a valid recorded notice of completion; or (3) the date of constructive completion that includes actual completion, occupation of the Work by Taylor Morrison, the cessation of labor for sixty (60) days, or the cessation of labor for thirty (30) days and a recorded notice of cessation, or the acceptance of the Work by a public agency. Contractor shall disburse any retentions to its subcontractors within ten (10) days of receipt from Taylor Morrison.

It is Contractor's responsibility to inform Taylor Morrison's Finance Department of any past due payments owed for Work performed. If Contractor does not provide complete documentation to the Taylor Morrison Finance Department of past due amounts owed within ninety (90) days of the Work performed, Taylor Morrison shall have no obligation to make payments for those items.

4.3 BACK CHARGES. Taylor Morrison may, upon advance notice being given to Contractor, deduct from any amounts due to Contractor any sum owed by Contractor to Taylor Morrison. Taylor Morrison shall have the right, but not the obligation, to withhold out of any payments due to Contractor an amount sufficient to completely protect Taylor Morrison against any and all loss, delay, damage or expense on account of any breach by Contractor of any Law, any provision or obligation of this Agreement, the Contract Documents or any other agreement between Taylor Morrison and Contractor, including Contractor's failure to provide proof of insurance coverage, as required by Exhibit E, or any amount Taylor Morrison claims Contractor owes.

4.4 RETENTION. Taylor Morrison may, at its sole discretion, charge retention. At least thirty (30) days prior to charging any retention, Taylor Morrison will notify Contractor in writing of its intention to do so. Thereafter, from each progress payment made prior to the time Contractor has substantially completed the Work, Taylor Morrison shall retain ten percent (10%) of the amount otherwise due after deduction of any amounts provided in Section 4.3 ("**Retainage**"). In no event shall such Retainage exceed or otherwise be in conflict with any applicable statutory requirements of this Agreement. Taylor Morrison may, in its sole discretion, reduce the amount of the Retainage at any time.

ARTICLE 5--CHANGES TO THE WORK

5.1 TAYLOR MORRISON'S RIGHT TO CHANGE WORK. During the course of the Work, Taylor Morrison may make changes of any scope or nature, including additions to and deletions from, the Work. Taylor Morrison shall issue to Contractor a Change Order, VPO, or VAR(EPO) for each change. Work performed under a Change Order, VPO, or VAR(EPO) shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work as changed. Taylor Morrison is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order, VPO, or VAR(EPO) from Taylor Morrison. Any and all extra work, change orders, work under any Community Pricing Schedule Addendum and Purchase Order, or other work at the Project, shall be governed by the provisions of this Agreement.

5.2 CONTRACTOR'S COMPENSATION FOR CHANGE IN WORK. Taylor Morrison shall determine the adjustment in Contract Price associated with the Change Order or VPO. If Contractor commences Work described in the Change Order or VPO it shall be deemed to have accepted the terms, including any change in Contract Price, set forth in the Change

Order or VPO. Any request for additional compensation, which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if in the sole opinion of Taylor Morrison the Work in question is a required item under the original Contract Documents.

ARTICLE 6--PROSECUTION OF THE WORK.

6.1 COMMENCEMENT OF THE WORK. Contractor's Work shall be commenced after the full execution of the Community Pricing Schedule Addendum, issuance of the Purchase Order(s) by Taylor Morrison, and scheduling of the Work shall be determined by Taylor Morrison as provided in Exhibit G and/or by the Taylor Morrison Representative. Contractor shall prosecute the Work: (i) in a diligent, efficient and workmanlike manner when the Work, or any part of it, becomes available; or (ii) at other times that Taylor Morrison directs, without interference or inconvenience in any way objectionable to Taylor Morrison and in strict conformity with the Plans, Specifications and Laws (as defined below), and shall meet or exceed the functionality standards enumerated in California Civil Code § 895 et seq.; and (iii) so as to not interfere or delay the work of other contractors, and shall meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. It is expressly understood and agreed that time is of the essence of this Agreement and any addenda entered into hereunder with respect to Contractor's Work.

6.2 NO DAMAGES FOR DELAY. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Taylor Morrison, or anyone for whom Taylor Morrison is responsible. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Taylor Morrison, Owner or the Project will be the right to seek an extension to Contractor's time of performance; provided, however, the granting of any such time extension shall not be a condition precedent to enforcement of the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Taylor Morrison be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

6.3 FORCE MAJEURE EVENTS. Taylor Morrison shall not be liable to Contractor for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

ARTICLE 7--SUBCONTRACTORS AND LABOR

7.1 LIST OF SUBCONTRACTORS AND SUPPLIERS. Contractor shall maintain a list, and all updates thereto, of the names, addresses and phone numbers of all subcontractors and suppliers who provided or are to provide labor for and or supply materials to Contractor in connection with the Work, and shall be required provide the same to Taylor Morrison at its request. Contractor agrees to include all terms and conditions of this Agreement in all of its subcontracts and shall incorporate all Contract Documents into its subcontracts. Contractor further agrees that any subcontract shall provide that Taylor Morrison, as defined on Page 1 of the Agreement, the Owner defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc. and its affiliates of all tiers, and any additional parties set forth in the applicable Community Pricing Schedule Addendum, will be an additional insured on all required insurance policies (except worker's compensation). Contractor agrees not to underlet, sublet, assign or subcontract any of the Work covered by this Agreement without Taylor Morrison's prior written consent, which consent may be withheld in Taylor Morrison's sole discretion. No such subcontracting shall relieve Contractor from its obligations under this Agreement, including without limitation, liability for defective Work.

7.2 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS. Taylor Morrison, in its sole discretion, may request written verification directly from Contractor's subcontractors and suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this Agreement. In the event Contractor's accounts with its suppliers or subcontractors are delinquent beyond the suppliers' or subcontractors' due date, Taylor Morrison may, but is not obligated

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to, elect to withhold payment from Contractor and directly pay Contractor's subcontractors and suppliers to bring Contractor's accounts current. Any residual amount due Contractor after outstanding bills with Contractor's suppliers and subcontractors have been satisfied will then be paid to Contractor. If any demand is made on Taylor Morrison for amounts due to Contractor's suppliers or subcontractors, which is inconsistent with amounts payable by Contractor, then Taylor Morrison shall have the right to withhold payment to Contractor and retain such payment until such payment demand is reconciled to Taylor Morrison's satisfaction. Taylor Morrison may also, but is not obligated to, elect to make payment jointly to Contractor and any supplier or subcontractor of Contractor by joint check, pursuant to the specimen joint check agreement attached hereto as Exhibit H ("**Joint Check Agreement**"), which shall be executed by all parties within three (3) business days of Taylor Morrison's request therefor. Under no circumstances will Taylor Morrison be obligated to execute the Joint Check Agreement or a similar such document on Contractor's, subcontractor's or supplier's own form. Similarly, under no circumstances will Taylor Morrison be obligated to issue a joint check if the Contractor and/or Supplier fail to comply with the terms of the Joint Check Agreement.

7.3 PAYMENT OF WAGES. Contractor shall comply with all state and federal laws governing the full and prompt payment of wages, fringe or other benefit payments or contributions due its laborers, employee(s) or to a third party on any laborer's or employee's behalf including, but not limited to, compliance with the California Labor Code governing the payment of wages for the wage claimant's performance of labor included in Contractor's Work.

(a) Should Contractor subcontract with a lower tier subcontractor, Contractor shall enforce each requirement under this Section on any and all of its lower tier subcontractors who contract to perform any portion of the Work, and shall require each lower tier subcontractor to comply with and enforce these requirements in their respective subcontract agreements. Contractor shall expressly require the indemnity in favor of Indemnitees provided in Section 7.3 of this Agreement, as part of the subcontract agreement with any such lower tier subcontractor, and Contractor shall require by subcontract agreement that any lower tier subcontractor provide all information required to be submitted as set forth in Section 7.3 of this Agreement including, but not limited to, the certification(s) to be delivered by lower tier subcontractors regarding the payment of wages, all as set forth below.

(b) Contractor agrees to assume, and be liable for, any and all debt or sums owed to: (i) any person or entity that may be a wage claimant as provided in the California Labor Code, or (ii) any third party on behalf of such a wage claimant (collectively, "**Wage Claimant**"), for any debt or sum owed as a result of, arising, from or related to the performance of labor for any portion of the Work, whether such Wage Claimant was employed by Contractor or by any of its lower tier subcontractors.

(c) Prior to commencing any portion of the Work, Contractor shall provide Taylor Morrison award information that includes the Project name, name and address of each and every lower tier subcontractor whom the Contractor has under subcontract, anticipated start date, duration, and estimated journeymen and apprentice hours, and contact information for each of its lower tier subcontractors on the Project. Contractor shall require by subcontract agreement that any lower tier subcontractor provide the same information to Taylor Morrison for any of its lower tier subcontractors for the Project.

(d) For each invoice for payment submitted by Contractor, Contractor shall submit: (i) a certification from Contractor that it has paid all wages, fringe or other benefit payment or contributions due any Wage Claimant; and (ii) a certification from each of Contractor's lower tier subcontractors that it has paid all wages, fringe or other benefit payment or contributions due to any Wage Claimant; in each case, for all work covered by the invoice for payment.

(e) Contractor shall maintain accurate payroll records, which, at a minimum, shall contain the information set forth in subdivision (a) of California Labor Code section 226, and which are payroll records as contemplated by California Labor Code section 1174, of its employees who are providing labor on any portion of the Work ("**Payroll Records**"). Contractor shall also require all lower tier subcontractors to maintain accurate Payroll Records for employees who are providing labor on any portion of the Work in their respective subcontract agreements.

(f) If requested by Taylor Morrison, Contractor shall provide copies of Payroll Records that shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. The Payroll Records must contain information sufficient to apprise Taylor Morrison of the payment status of the Contractor and its lower tier subcontractors' payment status in making fringe or other benefit payments or contributions to a Wage Claimant.

(g) In the event that Contractor receives notice of a claim or has knowledge of any claim by any of its employees or any Wage Claimant relating in any way to the payment of wages for the Project, Contractor shall immediately notify Taylor Morrison of such claim and any information received to date by Contractor regarding such claim. Contractor shall thereafter have a continuing obligation to cooperate and communicate with Taylor Morrison regarding such claim, including but not limited to providing Taylor Morrison with any new information or documentation it receives related to such claim.

(h) Should Contractor or any lower tier subcontractor not provide any requested Payroll Records, any notice of claim by Contractor employee or Wage Claimant, or any other information to be provided to Taylor Morrison pursuant to this Section 7.3 in a timely manner, then Taylor Morrison may back charge or withhold from monies owing to Contractor, any amount reasonably believed necessary to protect it from any claims related to the foregoing, including any incurred attorney fees and costs, until Contractor or its lower tier subcontractor provides the requested information. Such amount shall be withheld as "disputed" under the California Labor Code until Taylor Morrison is provided with all requested information to its satisfaction. This is in addition to any other rights Taylor Morrison may have to withhold under the Agreement.

(i) To the fullest extent permitted by applicable law, Contractor shall be obligated to indemnify, defend and hold harmless the Indemnitees (as defined in Section 9.1 below), against any and all claims, damages, injury, loss, liability and expense, including but not limited to, attorneys' fees and expert fees incurred as a result thereof, arising out of, connected with or related in any way to any claim that is made against Taylor Morrison or any of the Indemnitees, whether directly or indirectly, alleged or actual, for unpaid wage, fringe or other benefit payment or contribution by a Wage Claimant for such Wage Claimant's performance of labor for any portion of the Work, which includes, but is not limited to, claims that are brought against Taylor Morrison or any of the Indemnitees pursuant to the California Labor Code for any claim, damages or loss arising out of, connected with or related in any way to Contractor's or any of its lower-tier subcontractor's actual or alleged failure to pay or be paid, including, but not limited to unpaid wages, attorneys' fees, costs and expert fees, fringe or other benefit payment or contribution, interest, penalties, liquidated damages, or otherwise as may be assessed against Taylor Morrison or any of the Indemnitees (collectively, "**Wage Claims**").

Contractor's duty to defend Taylor Morrison and the Indemnitees arises immediately upon tender of the Wage Claim to Contractor and is entirely separate from, independent of and free of Contractor's duty to indemnify Taylor Morrison and the Indemnitees elsewhere in this Agreement, and includes, without limitation, defense of Taylor Morrison and the Indemnitees to the fullest extent permitted by applicable laws regardless of whether the issue of Taylor Morrison's and the Indemnitees' liability has been determined and whether or not Taylor Morrison or any Indemnitees have paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from such Wage Claims. It is the parties' intent that Taylor Morrison and the Indemnitees shall be entitled to summary adjudication of Contractor's duty to defend Taylor Morrison and the Indemnitees during any stage of a Wage Claim. The prevailing party in any action to enforce the indemnity provisions herein shall be entitled to recover its reasonable attorneys' fees and costs. Contractor shall defend Taylor Morrison and the Indemnitees at Contractor's sole cost and expense and with legal counsel approved by Taylor Morrison, which approval shall not be unreasonably withheld.

(j) If requested by Taylor Morrison, Contractor shall furnish payment bonds in the amount of the Contract Price covering the payment of all obligations arising under this Section 7.3. Prior to commencement of the Work by Contractor, Contractor shall pay the premium on such payment bonds and provide evidence of its payment to Taylor Morrison. Contractor acknowledges that such payment bond shall not be released until the following conditions are satisfied: (i) after the one-year statute of limitations set forth under the California Labor Code expires; and (ii) any and all claims for unpaid wage, fringe or other benefit payment or contribution by any Wage Claimant for the performance of labor for any portion of the Work, including any and all claims to enforce the defense, indemnity and hold harmless provisions herein against Taylor Morrison, are fully adjudicated.

7.4 LIENS AND ENCUMBRANCES. In consideration of Taylor Morrison entering into this Agreement and to the extent permitted by Law, Contractor agrees that no liens shall be recorded/filed or maintained against a Project or Taylor Morrison by Contractor or its subcontractors or suppliers. To confirm such agreement, Contractor shall provide executed waivers of liens in proper statutory form for the state in which the Project is located or as otherwise requested by Taylor Morrison. If any of Contractor's subcontractors or suppliers files or maintains any such lien or claim, and provided Taylor Morrison is making payment to Contractor in accordance with the terms of this Agreement, Contractor shall immediately cause such lien and claim to be satisfied, removed or discharged at its own expense by release bond, payment or otherwise. Taylor

Morrison shall have the right at any time and without notice to or opportunity to cure by Contractor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed or discharged by whatever means Taylor Morrison chooses, at the entire cost and expense of Contractor, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS TAYLOR MORRISON, OWNER AND THE PROJECT FROM AND AGAINST ANY AND ALL SUCH LIENS AND CLAIMS AND ACTIONS BROUGHT OR JUDGMENTS RENDERED THEREON, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH TAYLOR MORRISON MAY SUSTAIN OR INCUR IN CONNECTION THEREWITH.

7.5 LAWS. Contractor shall ascertain the applicability of and shall comply with all applicable federal, state and local laws, statutes, rules, codes, orders, regulations and ordinances including but not limited to all immigration, labor, environmental, tax, social security, unemployment compensation, workers' compensation and safety laws, building codes, statutes, rules, codes, orders and regulations (collectively, "**Laws**"). Contractor shall ensure that all employees of Contractor, and all employees of any of its subcontractors or suppliers, are fully documented and legally permitted to work in the United States. Contractor shall assume the defense of, and indemnify, protect and save harmless Taylor Morrison, its subsidiaries, affiliates, officers and employees from all claims, liability, loss or damage, including, without limitation, any claims for attorneys' fees, costs and expenses related to or resulting from Contractor's actual or alleged violation of any immigration/labor law or regulation, as well as any claims that Contractor violated California Labor Code § 2810.

ARTICLE 8--INSURANCE

Prior to commencing the performance of the Work relating to the Project, Contractor and its approved subcontractors and suppliers shall procure and maintain during the performance of the Work and thereafter as required by Taylor Morrison at their own expense, all applicable insurance in accordance with the terms and in the amounts set forth in Exhibit E.

ARTICLE 9--DEFENSE AND INDEMNIFICATION

9.1 Contractor shall save, defend, indemnify and hold harmless Taylor Morrison, Owner and their respective affiliates of all tiers, parents, subsidiaries, agents, officers, members, directors, employees, and related parties (collectively, "**Indemnitees**") from all claims, demands, actions, liability, expense or damages for alleged or actual infringement of patents or patent rights arising from this Agreement, or claims of lien by others than Contractor, or from a breach of this Agreement by Contractor, or expense or liability incurred under unemployment compensation or workers' compensation laws or social security laws in connection with employees of Contractor or any lower tier subcontractor of Contractor, including a sum equal to benefits paid to those who were Contractor's or its lower tier subcontractor's employees when the benefit payments are charged to Indemnitee(s) under any merit plan or to its individual reserve account or otherwise pursuant to any law.

9.2 Contractor agrees to save, indemnify and hold harmless Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, whether suffered directly by Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor or indirectly through a third party, including claims related to or arising out of the application of California Civil Code §895, et seq. to Contractor's work, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, and damage to property, or any other loss, damage or expense, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor including those due to the active or passive negligence of Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Indemnitees or an OCIP-enrolled subcontractor or sub-subcontractor. In addition, Contractor, at its expense and with counsel acceptable to Taylor Morrison, agrees to defend Indemnitees and all OCIP-enrolled subcontractors and sub-subcontractors from any of the foregoing, and to the extent Indemnitees have incurred any expenses, Contractor will make good to and reimburse them for any expenditures, including attorney's fees, which they may incur by reason of such matters. Contractor further agrees that any indemnified party under any indemnity provision of this Agreement may tender its defense and indemnity and/or enforce any defense and indemnity obligations hereunder directly against Contractor notwithstanding that such indemnified party may not be a signatory hereto, it being the intent of the parties hereto that such indemnified party is an express third-party beneficiary of such defense and indemnity obligations.

9.3 Contractor's defense, indemnification and hold harmless obligations under this Article shall survive until such time as it is determined by final judgment that claims against Taylor Morrison for such matters defended and indemnified hereunder are fully and finally barred as to Taylor Morrison, including times for which any statutes of limitations are tolled

or extended by estoppel, because of repairs made to the Project or other facts, regardless of consent or participation therein by Contractor.

9.4 Notwithstanding any of the foregoing:

(a) As respects claims for construction defects (defined as a violation of the standards set forth in Civil Code §§896 and 897) only, the defense and indemnity obligations of Contractor as set forth in this Agreement or any Purchase Order shall not apply to the extent the claims arise out of, pertain to, or relate to the negligence of Taylor Morrison or Taylor Morrison's other subcontractors who are directly responsible to Taylor Morrison, or for defects in design furnished by those persons, or to the extent the claims do not arise out of, pertain to, or relate to the scope of work in this Agreement or any Purchase Order. Notwithstanding the foregoing qualification of Contractor's indemnity obligations, Contractor shall owe Taylor Morrison an immediate and complete defense obligation relating to Contractor's work upon receipt of a tender.

(b) Provided Contractor is enrolled in OCIP for a particular Project, then Contractor shall owe no defense, indemnity or hold harmless obligation or duty to another for any claim or action actually covered by the OCIP, to the extent such claim arises out of that particular Project, except as otherwise provided herein.

9.5 Contractor shall include in all agreements with subcontractors provisions substantially similar to this Article 9, wherein the subcontractor agrees to defend and to indemnify Contractor and Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors, and wherein the subcontractor agrees to be liable to such Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors for loss of or damage to their property.

ARTICLE 10--WARRANTY

10.1 WARRANTY OF CONTRACTOR'S WORK. Whether or not Contractor is a participant in OCIP, for the Warranty Period specified below and under applicable law, Contractor warrants to Taylor Morrison that:

(a) the Work shall be of first-class workmanship and free from defects;
(b) the Work shall conform with the Contract Documents; and
(c) the Work shall strictly comply with all applicable Laws and shall meet or exceed the functionality standards set forth in Title 7, Civil Code §895 et seq.

Any portions of the Work not conforming to the above standards, including any substitutions not properly authorized, shall be considered defective. Contractor warrants the Work for the greater of: (i) two (2) years from the date of transfer to a Homeowner of record title in the home and related lot improvements, (ii) such greater time period as Taylor Morrison may be bound by due to the application of California Civil Code §895, et seq. to Contractor's Work or any similar such regulation (the "**Warranty Period**"). If any portion of the Work is not found to be in accordance with the warranties set forth above at any time during the Warranty Period, Contractor, at its sole cost, shall promptly replace or repair it to Taylor Morrison's satisfaction. Contractor shall perform all necessary corrections within the shortest time possible and shall use such overtime help and time saving procedures as Taylor Morrison may require. Contractor shall bear all costs arising out of defects, including without limitation, all costs of detection, correction or delay, Taylor Morrison's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Taylor Morrison and the cost of repairing or replacing all other work adversely affected. The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction. If Contractor fails to initiate proper corrective action within not more than twenty-four (24) hours after notice from Taylor Morrison, or in the event of emergency, the problem may be corrected by Taylor Morrison, at Contractor's cost. This warranty is in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced.

10.2 HOMEOWNER WARRANTY. In addition to Section 10.1, Contractor hereby accepts and agrees to be bound by any warranty provided by Taylor Morrison to any person or entity that purchases a home and related lot improvements from Taylor Morrison ("**Homeowner**") and any warranty provided to a Homeowners Association and/or Condominium Association (collectively, a "**Homeowners Association**"). Contractor shall fully cooperate with Taylor Morrison in responding to any warranty claims by a Homeowner, a Homeowners Association or by the governing legal authority. All warranties made by Taylor Morrison to its Homeowners and any Homeowners Associations, whether under Taylor Morrison's warranty or applicable Law, are, to the extent applicable, deemed made by Contractor to Taylor Morrison. Contractor agrees to

participate, at Taylor Morrison's request, in inspections of any home conducted by Taylor Morrison pursuant to applicable Laws. In the event a Homeowner or Homeowners Association service call is scheduled by Taylor Morrison and Contractor fails to keep the appointment or repair the defect as scheduled, Taylor Morrison shall have the right to charge Contractor a reasonable administrative fee in addition to any other remedies under the Contract Documents.

10.3 PRODUCT WARRANTIES. Contractor shall provide Taylor Morrison with copies of all product warranties which relate to any materials or equipment installed by Contractor and Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's Work, in order that the Work may be maintained to meet or exceed the functionality standards enumerated in the Contract Documents and applicable governing law.

10.4 MAINTENANCE GUIDELINES AND SCHEDULES. Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's work, in order that the work may be maintained to meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. Contractor agrees to save, defend, indemnify and hold harmless Taylor Morrison from and against any liability and all claims, demands, actions, judgments, loss, costs, damages and expenses arising out of the breach of this Agreement by Contractor including claims related to or arising out of the failure of Contractor to provide the maintenance guidelines and schedules and manufacturers' warranties required herein, and shall promptly reimburse any expenditures, including attorneys' fees, associated therewith.

10.5 CONTRACTORS' STATE LICENSE BOARD. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

ARTICLE 11--TERMINATION

11.1 TERMINATION FOR CONVENIENCE. Taylor Morrison may suspend this Agreement, any Community Pricing Schedule Addendum, or any Purchase Order in its discretion and shall have the right to terminate this Agreement, any Community Pricing Schedule Addendum, and any Purchase Order without cause at any time within forty-eight (48) hours after written notice to Contractor, and in such event, does not waive and specifically reserves, any and all rights under the terms of this Agreement with respect to any Work, breach or default of Contractor under the terms hereof. In the event that Contractor has commenced work under a Community Pricing Schedule Addendum and Purchase Order pursuant to the request of Taylor Morrison, and in the event the Work is completed to Taylor Morrison's satisfaction and in strict accordance with the Contract Documents, then Taylor Morrison agrees to pay Contractor's costs as shown on invoices for materials and Contractor's labor to the date of notice of termination, plus ten percent (10%) for profit and all overhead; but in no event shall such payment exceed the Contract Price of the percentage of line item Work actually completed under any such Purchase Order relating to such completed Work and materials, all as determined by Taylor Morrison in its discretion. The foregoing payment shall be the sole and exclusive compensation to Contractor in the event of such termination for convenience, and Contractor hereby expressly waives any and all other claims including those related to lost profits, consequential damages or incidental expenses. Taylor Morrison shall not be obligated to pay Contractor said sums until Contractor has provided proof of payment for materials and labor to suppliers of same and a full release of mechanic's lien obligations delivered to Taylor Morrison, and any such sums are subject to offset if Contractor is otherwise in breach or default under the terms hereof, including any other Community Pricing Schedule Addendum it may have with Taylor Morrison. No payment for unperformed work, unfurnished materials, start up costs, demobilization costs, delay costs or lost profits will be made.

11.2 TERMINATION FOR DEFAULT. In the event:

(a) Contractor files, or is the subject of, a petition for bankruptcy;
(b) Contractor makes a general assignment for the benefit of its creditors;
(c) A receiver is appointed on account of Contractor's insolvency;
(d) A writ of execution or attachment or any similar process is issued or levied against any bank accounts of Contractor, any property or assets of Contractor being used or required for use in the performance of the Work or any substantial portion of any other property or assets of Contractor;

(e) Contractor fails to make prompt payment to employees, laborers, subcontractors or suppliers;
(f) Contractor refuses or neglects to supply a sufficient number of properly skilled workers or a sufficient quantity of material;
(g) Contractor fails to properly and diligently prosecute the Work;
(h) Contractor violates or is accused of violating any applicable law or regulation;
(i) Contractor otherwise breaches the Contract Documents; or
(j) Contractor's license is suspended or revoked;

and such failure or default, if curable, is not corrected within forty-eight (48) hours after written or oral request by Taylor Morrison, then Taylor Morrison, at its option, and in addition to all other rights and remedies it may have, may terminate Contractor's right to further perform under the Contract Documents and complete the performance of Contractor's Work. If the unpaid balance of the Contract Price exceeds the expense incurred by Taylor Morrison to finish the Work, any excess remaining, after deducting any other amounts due Taylor Morrison under Section 4.2, shall be paid to Contractor but only to the extent of Work properly performed but unpaid. If the expense exceeds the unpaid balance, Contractor shall immediately pay the difference to Taylor Morrison.

11.3 DEFAULT OF OTHER AGREEMENT. In the event that any default or breach by Contractor occurs under any other contract or agreement whatsoever between Contractor and Taylor Morrison, or any of Taylor Morrison's affiliates, such default or breach shall automatically be deemed to be a default under this Agreement unless Taylor Morrison at its sole election otherwise provides notice to Contractor. In addition to the remedies provided herein, Taylor Morrison shall have the right to setoff and deduct any damages or costs incurred by Taylor Morrison or any of Taylor Morrison's affiliates (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Taylor Morrison shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

11.4 If, after notice of termination of this Agreement as provided for in Section 11.2 above, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Taylor Morrison otherwise was not entitled to the remedy against Contractor provided for therein, then such notice of termination shall be deemed to be the notice of termination for Taylor Morrison's convenience as provided for in Section 11.1 above and, in such event, Contractor's remedies against Taylor Morrison shall be the same as and limited to those afforded Contractor under Section 11.1 above.

ARTICLE 12--DISPUTE RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute mediation or resolution proceedings. If Contractor so continues to perform, Taylor Morrison shall continue to make undisputed payments in accordance with this Agreement for Work properly performed thereafter.

12.2 LITIGATION. Any litigation arising out of or in any way related to this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) (or any amendments thereto), shall be brought in the state and local jurisdiction in which the Project is located. Notwithstanding the above, if Taylor Morrison is involved in any arbitration or other alternative dispute resolution proceeding with a Homeowner, or any other party, relating in any way to Contractor's Work, this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) governing Contractor's Work, then Contractor hereby agrees to be joined in such arbitration or alternative dispute resolution proceeding, to resolve all outstanding issues, claims and defenses between Contractor and Taylor Morrison in such arbitration or other proceeding, and to be bound by the results of such arbitration.

12.3 GOVERNING LAW. This Agreement shall be governed by and construed under the Laws of the state where the Project is located.

12.4 ATTORNEYS' FEES. In the event of a dispute concerning the terms of this Agreement or the enforcement of any term hereof, the substantially prevailing party shall recover its reasonable attorneys' and paralegals' fees, as well as all costs of litigation or arbitration, through all litigation, arbitration or other proceeding and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings. Such costs shall be deemed to be included among the damages for breach of this Agreement. For purposes of this Section, "prevailing party" shall include a party who withdraws or moves to dismiss a claim in consideration of payment received or performance owed, or other consideration in substantial satisfaction of the claim withdrawn or dismissed. If either party becomes a party to litigation, arbitration or other proceeding concerning this Agreement by reason of any act or omission of the other party, and not by reason of any

act or omission of the joined party, the party that causes the other party to be joined in the litigation, arbitration or other proceeding shall be liable to the responsible party and shall be awarded all costs and expenses incurred in such action, including, without limitation, reasonable fees for attorneys, paralegals and related legal consultants or paraprofessionals.

12.5 INTERPRETATION OF THE AGREEMENT. This Agreement shall not be construed more strongly against either party hereto regardless of who was more responsible for its preparation. If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of other terms or provisions of this Agreement shall in no way be affected thereby. If Contractor is composed of one or more individuals or entities, all of said individuals and entities shall be jointly and severally liable hereunder.

12.6 JOINDER OF SUBCONTRACTOR In addition to the requirements contained elsewhere in this Agreement as respects Contractor's obligation to participate in the application of California Civil Code §895, et seq. to Contractor's Work as required by Taylor Morrison, in the event there exists an agreement between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other that provides for arbitration, judicial reference or other alternative dispute resolution proceeding as the forum for the resolution of disputes, and a claim, dispute or other controversy exists between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other which may involve Contractor, including but not limited to the application of California Civil Code § 895, et seq., Contractor expressly agrees to be joined as an additional party in any and all such arbitration or other proceedings, or if a separate arbitration or other proceeding already exists or is separately initiated, Contractor expressly agrees to the consolidation of all such arbitration or other proceedings, it being the intent to resolve all of the rights and obligations of all interested parties at one time in one forum rather than in multiple proceedings.

ARTICLE 13--MISCELLANEOUS PROVISIONS

13.1 INDEPENDENT CONTRACTOR. Contractor shall pay all taxes and contributions required of Taylor Morrison or Contractor by the federal Social Security Act and unemployment compensation laws or any similar state laws for the employees of Contractor in the performance of its Work. Before performing any Work under this Agreement, Contractor shall become an independent contractor and employing unit subject, as an employer, to all applicable unemployment compensation laws so as to relieve Taylor Morrison of any liability for treating Contractor's employees as employees of Taylor Morrison for the purpose of keeping records, making reports and payment of unemployment compensation taxes or contributions. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work. Contractor will not be entitled to the benefits customarily provided to employees of Taylor Morrison such as workers' compensation protection, medical and life insurance or eligibility for Taylor Morrison's retirement or savings plans. Taylor Morrison shall not be obligated to pay, and shall not withhold or otherwise pay in relation to Contractor, any federal income tax, social security tax, state or local tax, workers' compensation insurance or taxes, unemployment compensation taxes or otherwise, or employees' liability insurance of any kind or to take any other action with respect to the insurance or taxes of Contractor or provide any other statutory benefit or right predicated on an employee-employer relationship. Taylor Morrison shall not exercise any discretion or control over the method and manner of the performance by Contractor of the services undertaken by Contractor pursuant to this Agreement.

13.2 COMPLIANCE WITH LAWS. Contractor shall keep and have available all records and make all payments, reports, collections, deductions and otherwise do all things to ascertain the applicability of and to comply with all Laws, ordinances and regulations as they affect the performance of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.3 ASSIGNMENT. Contractor shall not assign or subcontract this Agreement or any addenda entered into hereunder in whole or in part, or the proceeds of it, without the prior written consent of Taylor Morrison, such consent to be determined in the sole discretion of Taylor Morrison. Taylor Morrison may freely assign this Agreement or any addenda entered into hereunder.

13.4 NO THIRD-PARTY BENEFICIARY. Except for Owner or as otherwise expressly set forth herein, this Agreement, or any part of it, shall not give third parties any claim, demand or right of action against Taylor Morrison or Contractor beyond those that exist in the absence of this Agreement. Except as otherwise set forth in this Agreement, only the parties to this Agreement may enforce it.

13.5 CONFIDENTIAL INFORMATION. Proprietary business information, strategy plans and pricing, information disclosed to Contractor in connection with the Contract Documents at any time in any form (including without limitation, orally, or in Plans, Specifications, software or other materials) which Taylor Morrison considers proprietary and so indicates

to Contractor at the time of disclosure or within a reasonable time after disclosure ("**Proprietary Information**") are entrusted to Contractor only for use on behalf of Taylor Morrison. Contractor shall keep Proprietary Information in confidence and shall neither use (other than in performance of the Work) nor disclose Proprietary Information except as authorized in writing by Taylor Morrison or as required by law. Information and ideas developed by Contractor under or in the course of performing the Work shall be owned by and disclosed to Taylor Morrison and if Taylor Morrison so indicates to Contractor, such information and ideas shall be treated as Proprietary Information in accordance with this Section 13.5. If it appears to Taylor Morrison that Contractor has disclosed (or has threatened to disclose) Proprietary Information in violation of this Agreement, Taylor Morrison shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Proprietary Information, or from providing any services to any party to whom such Proprietary Information has been disclosed or may be disclosed. Taylor Morrison shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

Contractor shall not divulge information concerning the Work (including for example, cost information in applications of permits and approvals) to anyone other than the core team (consisting of Contractor, the Supervisor, Taylor Morrison and their respective authorized consultants, subcontractors and suppliers) without Taylor Morrison's prior written consent unless the information has been made public by Taylor Morrison. Taylor Morrison reserves the right to release all information as well as to time its release, form and content. These requirements shall survive termination or expiration of this Agreement and the completion of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.6 OWNERSHIP AND USE OF DOCUMENTS. The Contract Documents are and shall remain the property of Taylor Morrison. Contractor shall return or satisfactorily account for all Contract Documents upon termination or expiration of this Agreement or otherwise as requested by Taylor Morrison.

13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.8 NO WAIVER. The failure of Taylor Morrison to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of Taylor Morrison's right thereafter to enforce each and every provision of this Agreement.

13.9 NOTICE Any notices required by this Agreement shall be in writing and sent to the address shown on the first page of this Agreement. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed notice as and when required under this Section 13.9.

13.10 INTERPRETATION OF PLANS AND SPECIFICATIONS. The Plans and Specifications generally indicate the scope of the Work but are not guaranteed to be free from errors or omissions. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In the event Plans and Specifications are included in one part of the Contract Documents but omitted elsewhere, the Plans and Specifications are deemed to be included in both places, unless the context indicates otherwise. In the event of a conflict between the requirements of the Plans and the requirements of the Specifications, Contractor shall request from Taylor Morrison a written clarification and shall perform in accordance with such written clarification. Contractor agrees that in such case any and all labor and materials which are necessary to complete the Work shall be provided without any additional cost to Taylor Morrison.

13.11 RECORDS RETENTION. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of fifteen (15) years from the date of termination of this Agreement or the date the Work is completed, whichever is later, or such longer period of time as may be required by law. Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall be provided access to all such records and supporting documentation at no charge to Taylor Morrison, its agents, insurers or attorneys, at any and all times during normal business hours upon request of Taylor Morrison. Further, Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall have the right to audit, inspect and copy all of Contractor's records and documentation and Contractor

shall cooperate in any audit, inspection, or copying of the documents. Taylor Morrison's access, inspection, copying and auditing rights shall survive the termination of this Agreement.

13.12 PROMOTION. Contractor shall acquire no right under the Contract Documents to use, and shall not use, the registered and unregistered names and marks of Taylor Morrison or its parent, related, affiliated or subsidiary companies or any of their marks or logos or the name of the Project in any of Contractor's advertising, publicity, or promotion, including, but not limited to, the Internet; nor in any of Contractor's in-house publications; nor to express or imply any endorsement by Taylor Morrison of Contractor's Work or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited) without the prior written consent of Taylor Morrison. The provisions of this Section shall survive the termination of this Agreement.

13.13 ENTIRE AGREEMENT AND CONTROLLING DOCUMENTS. This Agreement is solely for the benefit of the parties, represents the entire integrated agreement between the parties with respect to Work performed under Community Pricing Schedule Addendum(s) and Purchase Order(s) issued by Taylor Morrison to Contractor after the Effective Date, and supersedes all prior negotiations, representations and agreements, either written or oral, unless specifically incorporated herein. This Agreement and each and every provision are for the exclusive benefit of Taylor Morrison and Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of a conflict between this Agreement and any of the Exhibits, any Pricing Schedule Addendum, any Purchase Order, any Scope of Work Addendum or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the Community Pricing Schedule Addendum specifically states that a provision is intended to modify the Agreement. If any inconsistency among the Contract Documents cannot be resolved under the preceding sentence, the following priority shall apply: (a) this Agreement; (b) Specifications (as to particular systems); (c) Plans (provided the Plans have priority over Specifications as to quantity), (d) the Pricing Schedule Addendum; (e) the Scope of Work Addendum; and (f) the Purchase Order. The intent of this document is to express, define and outline specific Job performance criteria and specifications. Contractor agrees that if any mention has been omitted or is in conflict between the Plans, Specifications and/or Scope of Work that any Work required to complete such shall be performed the same as though specifically mentioned and shall be done to standards that equal and/or exceed industry standards and/or to the standards and direction of Taylor Morrison once Work has commenced.

13.14 RIGHT TO SET-OFF/CROSS DEFAULT. Notwithstanding anything herein to the contrary, Taylor Morrison shall be entitled to withhold from any amount due Contractor hereunder with respect to any Work authorized by Taylor Morrison, any sums which may be owed Taylor Morrison by Contractor (including under any other Community Pricing Schedule Addendum between Taylor Morrison and Contractor). Further, at Taylor Morrison's sole election, any default by Contractor under this Agreement or with respect to any Work authorized by Taylor Morrison (including under any particular Community Pricing Schedule Addendum) shall be deemed a default by Contractor with respect to any other Work authorized by Taylor Morrison (including under any other Community Pricing Schedule Addendum).

13.15 LIMITATION OF DAMAGES. Taylor Morrison shall not be liable for any lost profits, incidental, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by Contractor that no director, officer, employee or member of Taylor Morrison shall have any personal liability under this Agreement and, as a material inducement for Taylor Morrison to enter into this Agreement, Contractor hereby expressly waives and releases any and all such personal liability. Contractor acknowledges and agrees that its only recourse for any liability or obligation of Taylor Morrison hereunder shall be against Taylor Morrison.

13.16 ELECTRONIC SIGNATURES; COUNTERPARTS. Signatures on this Agreement, as well as any document identified herein, may be by facsimile, pdf or electronic signature, unless prohibited by law or required to be in a particular form for purposes of recordation, notarization, etc. This provision shall also apply to any documents to be signed by subcontractors, sub-subcontractors, suppliers and materialmen of Contractor. This Agreement or any addenda referred to herein may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute by signing any such counterpart.

[Signatures appear on next page]

The parties have executed this Master Agreement for Vertical Construction Services as of the Effective Date.

TAYLOR MORRISON: Taylor Morrison Services, Inc., a Delaware corporation

By: DocuSigned by: Mike DiGiovanni A3B090B855B54DD...

Printed Name: Mike DiGiovanni

Title: Vice President

Date: 6/7/2022

CONTRACTOR: Sunpower Corporation Systems, a California corporation

By: DocuSigned by: Matt Brost 802513C32BAB4EF...

Printed Name: Matt Brost

Title: Vice President of Sales, New Homes

Date: 6/6/2022

EXHIBIT A

GENERAL CONDITIONS

The following rules, regulations and conditions apply to all Contractors working for Taylor Morrison. For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors and suppliers and their respective employees, invitees, agents, laborers, subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Master Agreement for Vertical Construction Services (the "Agreement").

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Taylor Morrison and/or Contractor is present on any Site under current direction of Taylor Morrison and/or Taylor Morrison personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in this Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances, including the International Residential Code.

B. Nationwide Codes. Contractor shall strictly comply with all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

C. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all applicable Laws, as they may be changed and updated from time to time, applicable to the Project and Contractor's Work concerning or related to Site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1971 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the California Porter-Cologne Water Quality Control Act, the applicable State Water Resources Control Board, the Regional Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the Project, and all Work on the Project, is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the Project; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, within six (6) hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the Project. In the event of an emergency situation (e.g., flood, storm, etc.), Taylor Morrison reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Taylor Morrison if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure,

by any entity or person, on the Project Site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, sub-contractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the Project to enforce the Site Requirements, and that substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the Project, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Taylor Morrison of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and sub-contractors shall not discharge hazardous materials or chemicals on the Site, shall not engage in clean-up or repair activities on the Site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any Pricing Schedule Addendum, Scope of Work Addendum and Purchase Order, remove all supplies, materials and waste remaining on the Site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

D. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work.

E. Lines and Grades. If necessary, Taylor Morrison shall provide Contractor with base control points within fifty (50) feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its Site inspection, it shall verify the extent of such reference points to be supplied by Taylor Morrison for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Taylor Morrison. Absent written notification to Taylor Morrison, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Taylor Morrison. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the Engineer's staking was in error, and the error caused the need for corrective work.

F. Archaeological Monitoring. There may be archaeologically sensitive zones on the Site. Archaeological monitors may be present on the Site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

G. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Taylor Morrison. This policy shall include "or equal" determination.

H. Weekly Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Taylor Morrison. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed

by Taylor Morrison. Failure to attend may result in a $150 fine/per occurrence to be paid within ten (10) days of the missed meeting date.

I. Scheduling. It is Contractor's responsibility to contact Taylor Morrison about scheduling Work. All scheduling shall be by Taylor Morrison or its assigned representative. All move-ins as required and movement through the Project are included in the subcontract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Taylor Morrison in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Taylor Morrison showing the total number of workmen and a description of the Work performed (classified by skills).

J. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

K. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Taylor Morrison. All workers employed in making the installations shall be skilled in their particular trade and Contractor's Supervisor shall be in charge at all times.

L. Cooperation with work of Taylor Morrison and Others. Taylor Morrison may perform work at the Project directly or by others. In the event that Taylor Morrison elects to perform work at the Site directly or by others, Contractor and Taylor Morrison shall coordinate the activities of all forces at the Site and agree upon fair and reasonable schedules and operational procedures for Site activities. Contractor shall at all times cooperate with Taylor Morrison and all other trades on site and shall not interfere with the performance of those other trades impacted by its Work. Contractor is responsible to coordinate its Work with those trades which impact or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Taylor Morrison or any other contractor, and shall pay Taylor Morrison for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Taylor Morrison and Taylor Morrison's other trade contractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Taylor Morrison of any interference with others.

M. Operation of Vehicles. The operation of vehicles in or about the Site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the Site; (2) use only established roadways and temporary roadways as authorized by Taylor Morrison; (3) no crossing of curbs or sidewalks without prior approval by Taylor Morrison; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire Site. Contractor shall immediately reimburse Taylor Morrison for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the Site caused by Contractor.

N. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Taylor Morrison. In the event Taylor Morrison has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the Project Site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the Site. Taylor Morrison shall have the right to fine Contractor $100.00 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Taylor Morrison has the right to remove any such improperly parked vehicle without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

O. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

P. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior contractors before proceeding. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Taylor Morrison of alleged defective Work verbally and then in writing before proceeding. In the event that Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Taylor Morrison immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

Q. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the Site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not stand in or on tubs, showers, cabinets or countertops, appliances, pot shelves, etc. unless specifically allowed in that Contractor's Scope of Work for the application of other finishes.

b. Contractor's personnel shall not remove protective devices (if applicable).

c. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Taylor Morrison and shall repair or replace, as determined by Taylor Morrison, any damage to its Work that occurs before the final acceptance at no expense to Taylor Morrison, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

R. Materials. All materials, appliances and equipment shall be new and the best of their respective kind, free from all defects and of the make, brand and quality specified. All material is to be installed at the time of delivery and installed/applied in strict accordance with the manufacturer's specifications and recommendations. Contractor is responsible to supply and/or install all items strictly in accordance with the Contract Documents. Contractor is fully responsible for all material stored/staged on the Project Site prior to installation. Taylor Morrison will not pay for stolen or missing materials of any kind prior to acceptance by Taylor Morrison. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion. Contractor is responsible to provide all means necessary to access its Work area for the performance and completion of the Work. This includes, but is not limited to, all ladders, scaffolding, lifts, hoists, cranes, ramps and pumps (concrete).

S. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-Site at any time without specific permission and direction of Taylor Morrison. Taylor Morrison has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

T. Toilet Facilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will be responsible at its cost to provide portable toilet facilities to be used within the Site by Contractor. Contractor is not permitted to use the toilet facilities or bathrooms of any housing unit (completed or being constructed) within the Site. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for any violation of these restrictions. Any Individual caught urinating or defecating in any areas other than approved toilet facilities will be ejected from the site in addition to being prohibited from all other Taylor Morrison projects and the employing Contractor will be held responsible for all cleanup costs incurred.

U. Water/Utilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will supply electric power and water to within 150 feet of the Site. Contractor has satisfied itself as to the location of all such utilities. Use of closed homes, or owner-occupied residence's utilities (water, electricity, garbage facilities, etc.) is strictly prohibited and will result in Contractor covering the complete cost of the applicable monthly utility/service bill.

V. Food, Beverages, and Smoking. No food, drinks or smoking shall be allowed within any housing unit after framing has begun. Contractor shall be responsible for the cleanup of any trash generated by any eating,

drinking, and smoking within the Site. Taylor Morrison has the right to have such trash cleaned up and any expenses back charged to Contractor.

W. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep the Site neat, orderly, in safe condition and free from any trash or debris. Contractor shall clean daily and remove from the Site, or deposit in approved containers/locations on the Site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall broom clean the Work area upon completion of its portion of the Work. Taylor Morrison shall give Contractor twenty-four (24) hours' notice if Contractor shall have failed to properly clean up. Should Contractor, its employees, or sub-contractors or their employees fail to comply within twenty-four (24) hours from the time Taylor Morrison issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Taylor Morrison may give notice of default to Contractor. Failure of Contractor to cure such default within twenty-four (24) hours after such notice shall give Taylor Morrison the option to elect any and all rights or remedies set forth in this Agreement.

X. Pets. No pets (other than service animals) shall be brought to the Site by Contractor. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for violations of this pet policy.

Y. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

Z. Storage. By written notice to Contractor, Taylor Morrison may permit Contractor to store materials and tools at the Site at Contractor's own risk. Such permission is within Taylor Morrison's sole discretion. Contractor is solely responsible for its own materials and tools stored on the Site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Taylor Morrison and all other contractors, subcontractors and sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools stored on Site. Taylor Morrison will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Taylor Morrison may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials and tools and restore the area to its original condition within seventy-two (72) hours after delivery of the removal notice.

AA. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Taylor Morrison and such affiliates as Taylor Morrison may specify.

2. Job Conduct.

A. Contractor shall provide on-Site supervision at all times as provided in Section 3.2 of the Agreement. The Supervisor shall be capable of communicating with Taylor Morrison. Taylor Morrison reserves the right to remove any person or crew from the Site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Taylor Morrison, in its sole discretion.

B. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the Site at all times including, but not limited to, the wearing of proper work attire or other personal safety equipment as prescribed for each job such as equipment guards or other safety devices, boots, shirt, work pants, gloves, eye protection and hardhats. Precautions must be taken as necessary to prevent sunburn, heat exhaustion and to protect against burns from hot materials.

C. Contractor and Contractor's field workers shall resolve any field disputes with Taylor Morrison in a professional and diplomatic manner without impeding progress of the Work.

D. Contractor and Contractor's field workers shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies Laws and ordinances and homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Laws and ordinances.
2. No loud music or radios allowed on the Site.
3. No distraction of fellow workers.
4. No children allowed on the Site.
5. No marijuana, other drugs or alcoholic beverages shall be permitted on the Site. Any employee found to be under the influence of alcohol, marijuana or any other drug shall be immediately removed from the Site. Any employee found to have violated said regulation is to be immediately replaced. Any breach of this provision shall be grounds for immediate termination of this Agreement.
6. No weapons of any kind on the Site.
7. No profanity or discourteous conduct on the Site.
8. No horseplay or fighting on the Site at any time.
9. No unauthorized visitors on the Site.
10. No food, drinks or smoking inside units once framing has commenced.
11. No unauthorized vehicles or parking in any production area.
12. Never lift with your back or lift a load that is too heavy to handle.
13. No entry into an active blasting or barricaded area during active operations.
14. No oiling, lubricating or fueling of equipment while running or in motion.
15. No open fires.
16. Know what emergency procedures have been established for your Site (location of emergency phone, first aid kit, stretcher, fire extinguishers, evacuation plan, etc.).
17. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a non-respirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids.

E. Violation of the Site conduct rules is a breach of contract and grounds for immediate removal from the Site and may be cause for termination of Contractor as set forth in Section 11.2 of the Agreement.

F. Ladders shall be properly handled at all times, including but not limited to:

1. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height; portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured.
2. Step ladders shall not be used as a straight ladder.
3. Ladders must extend three feet above landing on roof for proper use.
4. Defective ladders must be properly tagged and removed from service. Keep ladder bases free of debris, hoses, wires, materials, etc.
5. All scaffolding shall be OSHA compliant and properly anchored and stabilized and harnesses shall be used.

G. Contractor acknowledges that Taylor Morrison has a zero tolerance sexual harassment policy and anti-discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the Site and to implement non-discriminatory hiring practices for the Work.

EXHIBIT B

FORM OF SCOPE OF WORK ADDENDUM

SCOPE OF WORK ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]

Trade: _____

DESCRIPTION OF WORK:

This Scope of Work Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, 20___, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____, 20___ (the "**Master Agreement**").

1. Scope/Work. Pursuant to the Master Agreement, Contractor shall perform the Scope of Work set forth on **Exhibit A** attached to this Addendum.

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Master Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Master Agreement and this Addendum, the Master Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Master Agreement. Except as supplemented by this Addendum, all provisions of the Master Agreement shall remain in full force and effect.

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]
By: _____	By: _____
Printed Name: _____	Printed Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

SPECIMEN - DO NOT SIGN

FORM OF
SCOPE OF WORK ADDENDUM

EXHIBIT A
SCOPE OF WORK

SPECIMEN - DO NOT SIGN

EXHIBIT C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program which meets and exceeds all governmental standards and requirements, and the Project's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within ten (10) days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Taylor Morrison.
2) Contractor shall provide safety training to employees of Contractor and its subcontractors as reasonably required to educate employees of Contractor and its subcontractors on requirements and provisions of Contractor's Written Safety Program.
3) Contractor shall supply, maintain and utilize equipment (including, but not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work, as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Taylor Morrison as reasonably requested by Taylor Morrison, (c) be available to respond to employee of Contractor and its subcontractors inquiries concerning Contractor's Written Safety Program, (d) discipline employees of Contractor and its subcontractors who violate the Written Safety Program (including removal of such employees of Contractor and its subcontractors from the job site), and (e) attend, with its employees and subcontractors, Taylor Morrison's safety meetings (as requested by Taylor Morrison).
5) Contractor shall abide and cause all employees of Contractor and its subcontractors to comply with the Project's Code of Safety Practices and Taylor Morrison's Health and Safety Program, as published and amended, by Taylor Morrison from time to time.
6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and caused by employees of Contractor and its subcontractors during performance of the Work, in form and substance required by Taylor Morrison's Health and Safety Program. Copies of accident and/or injury reports shall be provided to Taylor Morrison within twenty-four (24) hours of any accident or injury.
7) Contractor shall participate in Taylor Morrison's safety audits as requested by Taylor Morrison. Information requested by Taylor Morrison shall be provided by Contractor within two (2) business days of request.
8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDSs pertaining to any hazardous material used or created in the process of performing the Work and shall distribute copies of such MSDSs to Taylor Morrison and to all other contractors, subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other contractors, subcontractors and suppliers performing Work on the Site, copies of all MSDSs for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDSs and provide them to Contractor's employees, subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDSs with all other contractors, subcontractors and suppliers, and implement a training program for its employees.
9) Taylor Morrison has the right to charge a fine to Contractor for any observed safety violations by Contractor's employees and subcontractors, and any such fine(s) shall be collected by Taylor Morrison pursuant to a back-charge or through withholding from monies otherwise owing to Contractor, or may collect by any other lawful means, the fine amounts owed by Contractor pursuant to this provision, as well as any other damages (including delay damages), attorneys' fees and costs resulting from the violation(s). The fine(s) shall be assessed per observed violation(s). Subsequent violations will result in further fines. The amount of the fine(s) will be established by Taylor Morrison as set forth in its Health & Safety Program, a copy of which is available to Contractor prior to commencement of Work. Taylor Morrison may, in its discretion, also suspend or terminate Subcontractor for safety violations.

EXHIBIT D

FORM OF
COMMUNITY PRICING SCHEDULE ADDENDUM

COMMUNITY PRICING SCHEDULE ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
[Taylor Morrison Division]

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

CONTRACTOR:
[Contractor Entity Name]

OWNER: _____

This Community Pricing Schedule Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____ (the "**Master Agreement**").

COMMUNITY: _____
SYSTEM SUBCONTRACT NO: _____
PRICING SCHEDULE DATE: _____

CONTRACTOR CODE: _____

1. **OCIP:** Is Contractor an OCIP participant? Yes [__] No [__] (mark one)
   If the contractor is an OCIP participant, then Contractor must complete and return the OCIP Enrollment Form previously provided.

OCIP Trade Type	OCIP Deductible	OCIP Coverage Payment/Rate
Trade Type 1	$0.00	0.0%
Trade Type 2	$0.00	0.0%

2. **Lots.** The following Lot(s) are subject to the Addendum**:** .

3. **Pricing Term:** The pricing reflected in the attached Pricing Schedule (the "**Pricing**") will remain in effect for the term commencing _____ and ending _____ and will automatically renew in thirty-day increments unless and until the parties enter into a new Community Pricing Schedule Addendum for the Lots referenced above. All Pricing modifications are subject to approval by Taylor Morrison and will become effective only upon execution of a new Community Pricing Schedule Addendum for the Lots referenced above.

4. **Additional Documents.** The following documents are attached to and made a part of this Addendum (collectively, the "**Attached Documents**"):
   - Community Pricing Schedule
   -

The Work is to be fully completed and delivered to Taylor Morrison according to the terms and conditions of this Addendum, the Contract Documents, and the Agreement.

SPECIMEN - DO NOT SIGN

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Agreement and this Addendum, the Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Agreement. Except as supplemented by this Addendum, all provisions of the Agreement shall remain in full force and effect. This Addendum, once fully executed by Contractor and Taylor Morrison, shall become binding upon Taylor Morrison and Contractor, their respective heirs, executors, administrators, successors, and assigns.

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR:
[Contractor Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

SPECIMEN - DO NOT SIGN

EXHIBIT E

INSURANCE REQUIREMENTS
(California)

1. OCIP PROJECTS/ CONTRACTOR INCLUDED IN OCIP.

If Contractor is identified in the Community Pricing Schedule Addendum as being enrolled in the OCIP for that particular Project, the following insurance provisions shall apply:

(a) TAYLOR MORRISON'S OCIP POLICY PROGRAM: Taylor Morrison has a wrap up general liability insurance policy, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, for the Project, hereinafter called OCIP:

(1) GENERAL OCIP COVERAGE. OCIP is for the benefit of Taylor Morrison, its officers, directors, members, agents, employees, divisions, subsidiaries, shareholders, partners, affiliated companies, and owners, any lender with an interest in the Project, and all other parties that may be identified from time to time by Taylor Morrison, including those contractors of all tiers who are specifically enrolled in OCIP. Taylor Morrison, at its sole discretion, shall determine which contractors are to be enrolled in OCIP, and such determination shall be binding. Contractor or its subcontractors shall not be considered enrolled in OCIP unless and until the Program Administrator has received a completed enrollment application Form-1 and has issued a certificate of insurance showing Contractor or its subcontractors as a named insured under OCIP. Enrollment in OCIP is further conditioned on Contractor's satisfaction of its obligations to enrollment, including, but not limited to, the condition that Contractor pay to Taylor Morrison its OCIP Deductible as defined in Section 1(a)(4) below. OCIP shall apply only to work performed at the Project by an OCIP participant, and for Taylor Morrison. Contractor's operations away from the Project, including warehousing, products manufacturing, assembly or otherwise, shall only be covered if such operations are identified and are dedicated to the Project, and written request is made to the Program Administrator, and Contractor receives written approval of such coverage from the Program Administrator. OCIP shall not cover hazardous waste removal/transporters, pest control/exterminators, janitorial and clean-up crews, temporary power suppliers, vendors, suppliers, consultants, material dealers, fabricators, truckers, haulers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site, contractors with contracts that have a contract value less than an amount to be determined by Taylor Morrison, or any other contractors which Taylor Morrison elects to exclude.

(2) SPECIFIC OCIP COVERAGE. OCIP shall include Primary Commercial General Liability and General Liability Excess insurance only with a policy SIR for Taylor Morrison. OCIP does not provide Worker's Compensation, Employer's Liability, Automobile Liability, Equipment Liability, Off-Site General Liability, Professional Liability, Performance Bonds, Builder's Risk or other property insurance of any kind for the benefit of Contractor. Contractor shall be provided and shall comply with the OCIP Enrollment Manual and Contractor must provide its enrolled Contractors with a copy of the OCIP Enrollment Manual as well. Taylor Morrison shall provide Contractor an insurance certificate evidencing OCIP coverage. Taylor Morrison shall pay all premiums for the OCIP and shall receive or pay (as the case may be) all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise. Contractor hereby irrevocably assigns and shall further execute any instruments of assignment as may be necessary to permit Taylor Morrison to receive such adjustments. The furnishing of OCIP shall in no way relieve or limit any responsibility, liability or obligation of Contractor imposed by the contract documents or by law including, without limitation, any customer service, warranty, defense or indemnification obligations which Contractor owes Taylor Morrison. In consideration of and as a condition to Contractor enrolling in OCIP, Contractor shall be assessed an OCIP Coverage Payment based upon the rate established in the Community Pricing Schedule Addendum. An amount to cover Contractor's OCIP Coverage Payment shall be deducted from each payment to be made to Contractor, and Contractor authorizes Taylor Morrison to deduct the OCIP Coverage

Payment from amounts due Contractor. In the event that amounts due Contractor are insufficient to satisfy the full OCIP Coverage Payment, then Contractor shall pay such OCIP Coverage Payment to Taylor Morrison within fifteen (15) days of Taylor Morrison's demand for same. Contractor shall ensure that it and its employees, subcontractors, materialmen and suppliers provide full releases of liens notwithstanding the fact that the OCIP Coverage Payment amount is being deducted from amounts otherwise due and payable to Contractor and its employees, subcontractors, materialmen and suppliers. Taylor Morrison is entitled to and may collect from Contractor, from time to time, additional OCIP Coverage Payments resulting from: (A) any changes in the scope of or compensation for the Work; (B) inaccurate or incomplete assumptions or information in connection with the calculation of any OCIP Coverage Payment; (C) information obtained during any reviews or audits which affects the calculation of an OCIP Coverage Payment; (D) adjustments to general liability insurance rates in the marketplace; and (E) recalculations to Contractor's general liability insurance rates on the anniversary or renewal dates of same. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP COVERAGE PAYMENT TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THE AGREEMENT.

(3) OCIP PROCEDURES. Contractor shall fully cooperate with Taylor Morrison and its OCIP Program Administrator in connection with OCIP. Contractor's responsibilities shall include, without limitation:

(A) providing, all relevant, pertinent and necessary requested contract, operations, insurance and claims information within a reasonable time, but in no event later than the date Contractor executes a Community Schedule Pricing Addendum, a Purchase Order or begins work, whichever is earliest, and up through and including such date as coverage ceases to exist or no claims may be made, and representing and warranting that all such information shall be accurate and complete;

(B) notifying Taylor Morrison of all subcontracts awarded by Contractor. However, such notification does not give rise to any insurance coverage unless said subcontractor has completed a Form-1 and is specifically enrolled in OCIP; and

(C) complying with all Taylor Morrison and OCIP required safety, accident prevention and claims reporting and handling procedures.

(4) CONTRACTOR OCIP DEDUCTIBLE/SELF INSURED RETENTION. It is hereby agreed that with respect to any deductible or self insured retention payable by Taylor Morrison under the OCIP for each and every OCIP covered claim, suit or proceeding arising out of or alleged in any way to be related to or connected with the acts or omissions of Contractor at the Home Construction, and for which Contractor is potentially obligated to defend, indemnify or hold Taylor Morrison harmless, Contractor shall pay to Taylor Morrison, within thirty (30) days of Taylor Morrison's written demand, as Contractor's allocated participation for the portion of the loss actually or allegedly arising from Contractor's work, their reasonable allocated share of Taylor Morrison's defense fees and costs, on an ongoing basis during the pendency of the claim, subject to reallocation consistent with subdivision (c) of California Civil Code §2782, and including any amounts reallocated upon final resolution of the claim, either by settlement or judgement. Contractor's "OCIP Deductible" amount as set forth in the Community Pricing Schedule Addendum. Contractor's OCIP Deductible shall be equal to the greater of: (A) Contractor's Hazard Group Designation SIR as established by Taylor Morrison; or (B) the amount of SIR or deductible identified in Contractor's own general liability insurance policy in place at the time the Community Pricing Schedule Addendumis executed. Contractor acknowledges that it has separate OCIP Deductibles, depending on whether the claim is: (A) Construction Defect/ Continuous and Progressive Property Damage; (B) Bodily Injury/ Personal Injury; or (C) Discreet Event/Catastrophic Loss Property Damage. Payment of Contractor's OCIP Deductible is not an indemnity obligation of Contractor, rather it is a contractual obligation between Taylor Morrison and Contractor which is a condition precedent to enrolled Contractor's entitlement to coverage under the OCIP. The OCIP Deductible is due per occurrence

for each "claim" as determined by Taylor Morrison, as Contractor's participation for the portion of the loss covered by the OCIP. For purposes of this subsection, the "claim" includes personal injury, property damage, repair and/or replacement hard costs, plus any incidental and consequential damages, including but not limited to Taylor Morrison's investigative costs, attorneys' fees, Stearman fees, experts' fees, and supervisory and overhead expenses. If or to the extent Contractor fails to timely pay the amounts due under this subsection in response to Taylor Morrison's written demand, Taylor Morrison may, in its discretion, deny Contractor enrollment in and/or benefits/coverage under the OCIP, may backcharge Contractor, may withhold from monies otherwise owing to Contractor, or may collect by any other lawful means, the amounts owed by Contractor pursuant to this subsection, including any incurred attorney fees and costs. Contractor's obligation to Taylor Morrison for any OCIP Deductible is separate and independent from Taylor Morrison's obligation to the OCIP insurer for any deductible. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP DEDUCTIBLE TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

(5) LIMITATIONS ON COVERAGE. Taylor Morrison makes no representation or warranty to Contractor as to the adequacy or solvency of coverage for Contractor under the OCIP as to the risks and exposures faced by Contractor. Contractor acknowledges that the insurance available is a fixed amount which will be shared by multiple insureds. Taylor Morrison assumes no obligation to Contractor concerning any insurance other than that described in this Section 1(a). Contractor acknowledges that, upon its written request, a copy of the current policy form of the OCIP policy (or, if unavailable, a copy of the current insurance binder or declaration of coverage) will have been made available to Contractor before execution of the Purchase Order, and that Contractor will have conducted such investigation and evaluation of such coverage as it deems fit, with insurance and legal professionals of its own choosing, prior to execution of the Purchase Order, and will have satisfied itself as to the coverage provided and the suitability of such coverage to its individual needs. Any copies of the OCIP policy, insurance binder or declaration provided shall not be disclosed to anyone other than Contractor's insurance and legal professionals. Contractor acknowledges that the terms of coverage are set forth in the OCIP policy, and that descriptions of such coverage terms herein or in other information or statements (written or oral) provided by Taylor Morrison or its agents do not alter, amend or supersede any terms contained in the actual OCIP policy itself. Contractor further acknowledges and agrees that the OCIP policy does not apply to any work performed by Contractor for any person other than Taylor Morrison or to any work or activities of Contractor other than Contractor's work on the Home Construction. Contractor further acknowledges and agrees that neither Taylor Morrison nor the OCIP Administrator: (A) are an agent or fiduciary of Contractor with respect to procurement of insurance; (B) are agents, partners or guarantors of any insurance company providing such coverage; and (C) are responsible for any disputes between or among any such insurer and Contractor or other OCIP program participants. Contractor shall maintain any and all additional insurance as it deems fit for its own unique insurance needs so as to protect its own interests but shall do so at no cost to Taylor Morrison. Existence of coverage for Contractor under the OCIP policy shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations, except as may be set forth herein. Notwithstanding the requirements and obligations set forth in Article 9 of the Agreement, Taylor Morrison and Contractor are participants under the OCIP. Article 9 of the Agreement shall apply in the event the OCIP Policy does not in fact fully protect, indemnify and defend Taylor Morrison and the other OCIP participants. The obligations of Contractor pertaining to indemnification under Article 9 of the Agreement are excess to any such OCIP coverage and shall not take effect until and unless the insurance provided under the OCIP Policy is exhausted, inapplicable to the particular claims, within the OCIP SIR/Deductible, or otherwise unavailable. In such event, Contractor's obligations under Article 9 of the Agreement shall immediately be triggered. Contractor's obligations to defend and indemnify Taylor Morrison and other participants under the OCIP Policy shall exist whether or not there is available insurance coverage. Contractor and each of its subcontractors, consultants and suppliers shall have the risk of loss as to Contractor's work, all materials, supplies and/or fixtures until completion of each home and

acceptance by Taylor Morrison thereof on a home-by-home basis. Taylor Morrison shall not be liable for loss or damage caused by or attributable to Contractor's work or any materials, supplies or fixtures until such time. Contractor and each of its subcontractors, consultants and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workmen, including without limitation, property or materials created or provided pursuant to this Agreement, any other contract or otherwise, its or their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by Contractor or any subcontractor, consultant or supplier or employee or workmen. In the event of theft, damage or destruction of Contractor's work, Contractor will re-supply or rebuild its work without additional compensation and will look to its own resources and/or insurance coverages (if any) to pay for such re-supply or rebuilding. Contractor will promptly perform, re-supply or rebuild without additional compensation regardless of the pendency of any claim by Contractor against any other party, including Taylor Morrison, that such party is liable for damages, theft or destruction of Contractor's work.

(6) SUBCONTRACTORS. Contractor must take the necessary steps to ensure that all of its subcontractors are added as insureds under the OCIP, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, with respect to the work performed at the Home Construction pursuant to this Agreement provided that: (A) Contractor is an insured under the OCIP; (B) Contractor requires all of its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit and Article 9 of the Agreement are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors and subcontractors; (C) any subcontractors to be enrolled in the OCIP complete all of the required documentation and enrollment requirements set forth in the Enrollment Manual, the OCIP and as may be required by Taylor Morrison and/or the OCIP Administrator; (C) any subcontractors to be enrolled are required by the Contractor to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in the OCIP, the OCIP Enrollment Manual and the contract documents; and (D) any subcontractors to be enrolled submit an accurate estimate of their costs savings as a result of being added to the OCIP along with a completed enrollment application Form-1, and Contractor reflects such savings as part of Contractor's Insurance Credit.

(7) DEFENSE OF SUIT AGAINST MULTIPLE INSUREDS. In the event of a claim, suit or other proceeding brought against more than one insured under OCIP, Contractor agrees, and shall require in writing that each of its subcontractors agree, that, absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Taylor Morrison may, at its sole discretion, select the same defense counsel and/or experts to defend all such OCIP insureds, regardless of whether the defense under the OCIP is being provided under a reservation of rights issued by the OCIP insurer. To the fullest extent permitted by law, Contractor waives, and shall require in writing that each of its subcontractors waive, any right they may have to select counsel, including independent counsel, to defend them from such claim, suit or proceeding. These waivers are deemed to be continuing. Nothing in this subsection is intended to preclude Contractor from hiring its own defense counsel at its own expense. The foregoing shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations. In the defense of an OCIP covered claim, Contractor acknowledges that information shared by and with appointed counsel will be protected from disclosure and shall remain privileged even after termination of the OCIP, termination or completion of this Agreement, and/or resolution of the claim.

(8) WAIVER OF RECOVERY/SUBROGATION. Contractor hereby waives all rights of recovery whether by subrogation or otherwise, including but not limited to recovery because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against Taylor Morrison, the OCIP Administrator, and their respective officers, directors, agents and employees, and any other contractors or subcontractors which are insured under the

OCIP at the time the loss occurs, or other individual or entity performing work or rendering services on behalf of Taylor Morrison in connection with the planning, development and construction of the Project, other than contractors or subcontractors which are not insured under the OCIP at the time the loss occurs. Contractor shall also require that all contracts and insurance policies obtained by Contractor or its subcontractors relating to any work pursuant to the contract documents shall include clauses providing that each subcontractor and insurer waives any rights of recovery by subrogation or otherwise, against Contractor and the parties referenced above in this subsection. This waiver by Contractor shall apply whether or not Contractor or its subcontractors are an insured under the OCIP at the time such loss occurs. Taylor Morrison hereby waives any and all rights of recovery against Contractor (or anyone acting on behalf of Contractor) for any loss insured under and paid by Taylor Morrison's applicable "builders risk"/"course of construction" insurance, so long as such loss occurs after the date that this Agreement is executed. This waiver by Taylor Morrison relating to Project property insurance, however, does not apply to any party (including Contractor) to the extent such party is not an insured under Taylor Morrison's operative OCIP at the time such loss occurs. A waiver of subrogation shall be effective as to any person even if such person: (A) would otherwise have a duty of indemnification, contractual or otherwise; (B) did not pay the insurance premium directly or indirectly, and/or (C) whether or not such person has an insurable interest in the property damaged.

(9) CHANGES IN COVERAGE. Taylor Morrison reserves the right, in its sole and absolute discretion, to modify or discontinue the OCIP or any aspect thereof (including Contractor's participation therein), to furnish other insurance coverage in place thereof (but without any obligation to do so), or to discontinue offering any insurance coverage to Contractor. In the event of any of the foregoing changes by Taylor Morrison, or in the event of cancellation, insolvency, dissolution or bankruptcy of the OCIP policy by the insurer of said policy, within thirty (30) days notice by Taylor Morrison of such event, Contractor shall obtain Comprehensive General Liability coverage, including specifically such additional insured coverage, as required in Section 2 of this Exhibit.

(b) GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS INCLUDED IN OCIP. All Insurance described under this subsection (b) to be carried by Contractor shall be maintained by Contractor at its sole expense with insurance carriers acceptable to Taylor Morrison, licensed and approved to do business in California, and having a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating. In no event shall such insurance be terminated or otherwise be allowed to lapse prior to termination of this Agreement plus such longer period as may be necessary to cover Contractor's work (including but not limited to any warranty work performed by Contractor following initial completion of its work as well as during any warranty period). Should Contractor fail in whole or in part to comply with any of the requirements set forth in this subsection (b), such failure shall be deemed a material breach to this Agreement thereby entitling Taylor Morrison to all available remedies. Contractor may provide the insurance described in this subsection (b) in whole or in part through a policy or policies covering other liabilities and projects of Contractor; provided, however, that any such policy or policies shall: (1) allocate to Taylor Morrison's Project the full amount of insurance required hereunder, and (2) contain, permit or otherwise unconditionally authorize the waiver of subrogation required herein. Contractor shall not commence any work until it complies with all insurance requirements under this subsection (b) as follows:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Contractor shall obtain and maintain worker's compensation and employer's liability insurance in compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY. Contractor shall obtain and maintain commercial automobile liability insurance in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:

(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and

(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY FOR OFF SITE OPERATIONS. Contractor shall obtain and maintain for a ten (10) year period following initial completion of its work at the Project, commercial general liability insurance for its offsite operations in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability on a per project basis, except as noted below, including:

(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential Work provided under contract.
(J) No exclusions as applicable for Work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for its offsite operations for a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(4) ADDITIONAL INSURED. Taylor Morrison, as defined on Page 1 of the Agreement, and Owner, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc., and its affiliates of all tiers are to be named as "additional insured" on Contractor's Commercial Automobile Liability policy and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. Upon specific request by Taylor Morrison, Contractor's policy for Off Site Commercial General Liability shall name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured." The additional insured endorsements under Contractor's Off Site Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, TAYLOR MORRISON COMMUNITIES, INC., and its affiliates of all tiers which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(5) EVIDENCE OF INSURANCE. As evidence of specified insurance coverage, Contractor shall deliver and Taylor Morrison shall accept certificates issued by Contractor's insurance carrier(s) applicable to Taylor Morrison and produce for review such policies in force for the specified period. Such evidence shall be delivered to Taylor Morrison's corporate office located at 4695 MacArthur Court, 8th Floor, Newport Beach, CA 92660, promptly upon execution of the Purchase Order and in any event prior to commencement of work, whichever occurs first. Each policy and certificate shall be subject to review by Taylor Morrison and shall provide that such policy shall not be subject to

material alteration to the detriment of Taylor Morrison or Contractor or cancellation without prior written notice to Taylor Morrison in accordance with the policy provisions. In no event shall Taylor Morrison's review of Contractor's certificates and insurance policies serve as any waiver and/or estoppel, in law or in equity, by Taylor Morrison as to any breach by Contractor of the specific insurance requirements set forth herein. In the cancellation section of the Certificate of Insurance, Contractor shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives." Should any policy expire or be cancelled before the time periods prescribed herein, and Contractor fails to immediately procure other insurance as specified, Taylor Morrison reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor from Taylor Morrison, under any Purchase Order. Taylor Morrison reserves the right to withhold payment should Contractor fail to comply with all the insurance provisions described in this subsection (b). Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance. Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements.

(6) DAMAGES. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Contractor should maintain or the extent of Contractor's responsibility or liability for payment of damages resulting from its operations under this Agreement. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability under this Agreement as a matter of law.

(7) DEDUCTIBLE/SIR. Any deductibles or self-insured retentions under any policy required by this subsection (b) in excess of $10,000 must be approved in writing by Taylor Morrison.

(8) WAIVER OF SUBROGATION. A waiver of subrogation is required in favor of Taylor Morrison, and all contractors, subcontractors and sub-subcontractors included in OCIP on all of Contractor's insurance policies required under this subsection (b). Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and all contractors, subcontractors and sub-subcontractors to the extent of coverage under OCIP.

(9) SUBCONTRACTORS. Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 above, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors, subcontractors and sub-subcontractors.

2. OCIP PROJECTS / CONTRACTOR NOT INCLUDED IN OCIP.

If Contractor is NOT identified in the Community Pricing Schedule Addendum as included and/or is not actually included in OCIP for a particular Project, the following insurance provisions shall apply, and prior to commencement of any work, Contractor shall fully comply with the following:

(a) Contractor agrees, in consideration of the awarding to it of the Purchase Order, to secure and maintain, at its own expense, the following insurance coverages in form and companies acceptable to Taylor Morrison:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. In compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:
(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and
(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY in the amount of $2,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability, in any combination or primary and excess insurance, on a per project basis, except as noted below, including:
(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential work provided under contract.
(J) No exclusions as applicable for work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(c) Certificates of Insurance and supporting additional insured endorsements in conformance with this Section 2 shall be furnished to Taylor Morrison before any work is performed or materials delivered. These certificates shall provide for prior written notice to Taylor Morrison in accordance with the policy provisions regarding cancellation or material change and shall give evidence of compliance with all requirements stated above.

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of $10,000 must be approved in writing by Taylor Morrison.

(e) In consideration of the payment received within the scope of this Agreement, Contractor agrees to maintain Products and Completed Operations insurance covering its work for a ten (10) year period following completion of its work.

Limits of Liability for such coverage are to be at least $2,000,000 combined single limit for Bodily Injury and Property Damage. Contractor agrees to provide certificates of insurance and endorsements for a ten (10) year period following completion of its Work.

(f) The requirements for the foregoing insurance shall not derogate from the provisions for indemnification under the "indemnity" Article of this Agreement.

(g) Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements. If Contractor fails to secure and maintain the required insurance, Taylor Morrison shall have the right (without any obligation to do so) to secure the same in the name and for the account of Contractor in which event Contractor shall pay the cost thereof or draws withheld, if any, may be applied thereto. Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance.

(h) A waiver of subrogation is required in favor of Taylor Morrison and all Contractors and subcontractors, including, specifically, those included in OCIP on all of Contractor's insurance policies. Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and those Contractors to the extent of coverage under OCIP.

(i) Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit E and Article 9 of the Agreement, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison and all OCIP-enrolled Contractors and subcontractors.

(j) Contractor's policies of insurance required under this Section 2 must have a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating.

EXHIBIT F

PAYMENT TERMS

1. **Payments to Contractor.** Taylor Morrison shall pay Contractor in current funds for performance of the Work, as set forth in each Community Pricing Schedule Addendum and Purchase Order hereunder (the "**Contract Price**"), as provided in Section 4.2 of the Agreement and as set forth below. The method, timing, conditions, and other provisions pertaining to payments to Contractor on account of the Contract Price shall be in accordance with the payment provisions set forth below or as otherwise set forth in the Community Pricing Schedule Addendum and Purchase Order and in the Change Order, VPO, and VAR(EPO), if applicable.

A. Payment otherwise due Contractor upon completion of each stage, phase or operation, shall be made only after inspection and acceptance of the Work by Taylor Morrison's duly authorized representative.

B. As a condition to any and all progress payments, Contractor shall subscribe to BuildPro/SupplyPro (www.HyphenSolutions.com) to maintain Purchase Orders and Contractor shall provide a current W-9 form, which shall be filled out and on file at all times. Contractor shall submit to Taylor Morrison a request for payment on Taylor Morrison's BuildPro/SupplyPro website, setting forth the amount requested by Contractor on account of the Contract Price, and completing on-line the description of the portion of the Work which has been completed by Contractor and for which Contractor has not previously been paid, in a form reasonably satisfactory to Taylor Morrison (each an "**Application for Payment**"). In addition, as an express condition precedent to the delivery of any progress payment, Contractor shall deliver to Taylor Morrison the following upon request: (a) an affidavit of bills paid in form acceptable to Taylor Morrison, evidencing that the labor and material amounts incurred by Contractor in connection with the Work to date have been paid and lien waivers from all of Contractor's subcontractors for the Work for which the progress payment is sought, which lien waivers should be faxed or delivered to Taylor Morrison, (b) if requested by Taylor Morrison, a certification from Contractor that the Work completed to date has been properly completed in accordance with the terms of the Contract Documents; and (c) such other information or documentation as Taylor Morrison may reasonably require. Taylor Morrison shall be entitled to withhold ten percent (10%) of each Application for Payment as provided in the Agreement (the "**Retainage**").

C. No payment shall be due to Contractor for any Work which has been identified as being defective or otherwise not performed in accordance with the terms of the Contract Documents.

D. Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Community Pricing Schedule Addendum or Purchase Order without providing Taylor Morrison a minimum thirty (30) days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Taylor Morrison, shall not be effective until the thirty (30) day time period has expired and any such increases shall be applicable only to new Purchase Orders issued started after such increases become effective.

E. Any VPO or Change Order must be billed within thirty (30) days of completing the Work subject to such Change Order or VPO or it will be voided in Taylor Morrison's system.

F. Prior to Taylor Morrison's final payment to Contractor for the Work, Contractor shall furnish to Taylor Morrison upon request (i) a full and final affidavit that all bills for labor and materials have been paid and final release of lien from Contractor and each of its subcontractors and suppliers who furnished labor and/or materials for the Work, (ii) the originals of all written warranties and/or guaranties by manufacturers of materials, appliances and equipment, and (iii) any as-built drawing as required by the governing agency and/or Taylor Morrison. Contractor shall execute any requested written documents to transfer such warranties and/or guaranties to Taylor Morrison or the Homebuyer of a home as may be requested by Taylor Morrison. Upon receipt of punch list items, Contractor shall immediately proceed to correct all items within the time frames established by Taylor Morrison for the Work. All Work completed, invoiced and approved by Taylor Morrison by the twenty-fifth (25th) day of each month shall be paid by the fifteenth (15th) day of the following month. Acceptance of final payment by Contractor shall be a waiver and release of all claims against Taylor Morrison arising out of or in connection with the Contract Documents except those specifically set forth in writing at the time of final payment.

G. In no event shall Contractor be entitled to any payment for any Work not performed or any materials or equipment not furnished. Notwithstanding anything contained in the Agreement to the contrary, Taylor Morrison may

withhold from any payments due Contractor such amounts as Taylor Morrison, in its sole discretion, deems necessary to ensure Contractor's performance of its warranty obligations under the Agreement or to protect itself and save itself harmless against (i) unremedied defective Work, (ii) uncompleted punch list items, (iii) claims filed (or likely to be filed), (iv) Contractor's failure to make payment in full for material or labor, (v) Contractor's inability to complete the Work for the remaining balance of the Contract Price, or (vi) any other liability or damage, including costs and attorneys' fees, arising from or relating to the Agreement or Contractor's performance (or non-performance) of the Work. Taylor Morrison shall also have the right to retain any and all sums otherwise due Contractor hereunder until all punch list items are completed to the satisfaction of Taylor Morrison.

2. **Claim of Lien**. Contractor shall keep accurate records of payment for all materials and labor and, upon request by Taylor Morrison, shall furnish proof of same. If any claim of lien is filed against any portion of the Project Site because of any claim arising by, through or under Contractor, Contractor will, immediately upon demand by Taylor Morrison, at Contractor's sole cost, furnish and if required by applicable law, record in the public records, a bond that complies with the requirements of applicable law and Contractor shall pay all fees and costs in connection therewith. The furnishing of such bond shall be a condition precedent to any further payment becoming due to Contractor. Under no circumstances will Taylor Morrison be obligated to make payment to Contractor until full lien waivers and/or releases have been received from Contractor, if so requested, and from all persons or entities claiming by, through or under Contractor in a form acceptable to Taylor Morrison or on a form prescribed by applicable law. Taylor Morrison may use any monies otherwise due to Contractor to furnish any bond required hereunder or to satisfy lien claims or outstanding indebtedness of Contractor to its subcontractors or suppliers.

EXHIBIT G

ELECTRONIC COMMUNICATION PROTOCOL

1. Taylor Morrison requires Contractor to subscribe to BuildPro/SupplyPro (**www.HyphenSolutions.com**) to maintain Purchase Orders and payments.

2. All Plans, Specifications and Scopes of Work are on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) and remain in storage once any updates are applied. All Authorization Addenda and Purchase Orders reference the Plans at this website for Taylor Morrison's Projects.

3. Contractor shall submit its bid on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) prior to the issuance of any Community Pricing Schedule Addendum and Purchase Order by Taylor Morrison.

4. Scheduling of a Project shall be determined by Taylor Morrison and shall be available to Contractor either in the Purchase Order, on the Supply Pro Website, or as communicated by the Taylor Morrison Representative.

EXHIBIT H

FORM OF

JOINT CHECK AGREEMENT

This Joint Check Agreement (this **"Agreement"**) is dated as of _____ day of _____, _____ by and among Taylor Morrison Entity Name ("Taylor Morrison"), Supplier and Entity Name ("Contractor"), and _____, a(n) _____ (**"Subcontractor"**).

RECITALS:

A. Taylor Morrison has entered into a Master Agreement for Construction Services (the **"Contract"**) with Contractor for Contractor to provide labor and/or materials for a project as identified therein (a "**Project**").

B. Contractor has entered into one or more agreements, (collectively, the **"Subcontract"**) with Subcontractor to provide labor or materials to Contractor for Contractor's performance of its Work as defined under its Contract with Taylor Morrison. Subcontractor and Contractor have given Taylor Morrison assurances necessary that the account for previous transactions on the Project are current and/or paid in full and will be paid in full within agreed terms between Subcontractor and Contractor. No payments to Subcontractor shall be applied against any invoices or accounts except the specific invoices for materials as paid and referenced on the Taylor Morrison prepared joint check.

C. Subcontractor has requested that Taylor Morrison issue joint payee checks, payable to both Contractor and Subcontractor, for amounts due by Taylor Morrison to Contractor pursuant to the terms of the Contract to assure Subcontractor that amounts due under the Subcontract will be paid, and Taylor Morrison and Contractor have agreed to such request upon the terms set forth below. This Agreement shall supersede and control as to any existing joint check agreements among parties:

AGREEMENT:

Now, therefore, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Limited Purpose of Agreement**. The parties acknowledge that Taylor Morrison's Contract is solely with Contractor. Taylor Morrison is entering into this joint check arrangement as an accommodation to Contractor, however, Contractor and Subcontractor should not consider Taylor Morrison's willingness to do so as an indication that Taylor Morrison is making any payment assurances to Subcontractor or otherwise entering into any direct or indirect contractual relationship, either express or implied, or any third-party beneficiary relationship, with Subcontractor or Subcontractor's company. Taylor Morrison's willingness to make any payments hereunder is furthermore limited by the terms of its Contract with Contractor. Any obligation for payment to Subcontractor rests with Contractor, and not Taylor Morrison.

2. **Issuance of Joint Checks**. Subject to the terms herein, Contractor directs and Taylor Morrison agrees to make all applicable payments referenced above in the Recitals from and after the Effective Date (as defined below) in the form of joint payee checks, payable to both Contractor and Subcontractor. Contractor and Subcontractor acknowledge and agree that all obligations of Taylor Morrison to Contractor and Subcontractor with respect to any amounts due for which a joint payee check is issued shall be satisfied by such joint payment.

3. **Release of Claims**. Effective upon receipt of a joint payee check, Contractor and Subcontractor expressly waive and release any and all liens, either statutory or constitutional, against Taylor Morrison, its successors and assigns, including but not limited to the real property on which the labor and/or materials were furnished and paid by the joint payee check. Regardless of how Contractor and/or Subcontractor allocate any payment made in the form of a joint payee check, the release under this Section 3 shall be effective as to the complete amount of such payment. Furthermore, such payment shall be applied by Subcontractor only to labor, materials and/or equipment furnished by Subcontractor to Contractor for services provided with respect to the Project. Subcontractor expressly further agrees to waive any lien rights it may have or may acquire in the future which would predate this Agreement.

4. **Payments Controlled by Contract**. This Agreement shall in no event create an obligation upon Taylor Morrison to make payments in excess of the amounts due Contractor under the Contract. Subcontractor acknowledges that the payment terms in the Contract determine the entitlement of Contractor to payment and Taylor Morrison shall in no event

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have an obligation to issue a joint check if no payment is due Contractor. This Agreement shall not create an owner-contractor relationship between Taylor Morrison and Subcontractor, nor shall it constitute a debt incurred by Taylor Morrison to an original contractor under the provisions of applicable law. The relationship between Taylor Morrison and Subcontractor shall continue to be that of owner-subcontractor and shall not be that of owner-original contractor. Nothing contained herein shall be construed to make Subcontractor a party to the Contract. Taylor Morrison is not obligated to give any notices under or related to the Contract to Subcontractor. This Agreement shall in no way create liability on Taylor Morrison's part for sums owed t Subcontractor by Contractor. To the extent this Agreement conflicts with the Contract or the Subcontract, this Agreement shall control.

5. **Termination of Agreement**. This Agreement may be terminated by Taylor Morrison at any time by providing written notice of such termination to Contractor and Subcontractor. However, all work performed and materials or goods installed by Contractor related to the Project prior to the date of the termination notice shall be paid by joint checks as provided herein. In the event of the death, dissolution, liquidation, insolvency, business failure or filing of bankruptcy petition by Contractor, Taylor Morrison reserves the right to withhold unpaid balances for material that have been shipped but not installed.

6. **Resolution of Disputes**. In the event of a dispute or disagreement between Subcontractor and Contractor, Taylor Morrison may interplead such disputed amounts into a court of competent jurisdiction and make payment directly to a court of competent jurisdiction in which event Taylor Morrison shall have no liability for amounts due related to such payment.

7. **ACH Authorization**. Contractor acknowledges and agrees that this Agreement shall supersede and control as to any amounts payable to Contractor pursuant to Taylor Morrison's ACH system for direct deposit payments to Contractor.

8. **No Waiver**. This Agreement shall not be construed as a waiver of any of Taylor Morrison's rights or remedies against Contractor or others.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the state in which the Project is located.

Executed as of the _____ day of _____, _____ ("**Effective Date**").

TAYLOR MORRISON:

By:_____

Name:_____

Title:_____

CONTRACTOR:

By:_____

Name:_____

Title:_____

SUBCONTRACTOR:

_____,
a(n) _____

By:_____

Name:_____

Title:_____

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TAYLOR MORRISON

AMENDMENT #1
To Master Agreement for Vertical Construction Services
For
Southern California

This Amendment #1 **(the "Amendment")** made and entered into as of May 25, 2022 **(the "Effective Date")** serves to modify, supersede and control as to that certain Master Agreement for Vertical Construction Services, dated May 25, 2022 **(the "Agreement")** made by and between Sunpower Corporation Systems, a California corporation, **("Contractor")** and Taylor Morrison Services, Inc., a Delaware corporation **("Taylor Morrison")** as follows:

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows:

1. Section 6.3 ("Force Majeure Events") is hereby replaced in its entirety to now read as follows:

   6.3 FORCE MAJEURE EVENTS. Neither Taylor Morrison nor Contractor shall ~~not~~ be liable to the other party ~~Contractor~~ for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). If Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, as determined by Taylor Morrison, the Contractor's time for performance shall be equitably adjusted by Change Order. In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

2. Section 13.7 ("Amendment and Waiver") is hereby replaced in its entirety to now read as follows:

   13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison and by Contractor. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

3. Section 2 ("OCIP Projects/Contractor Not Included in OCIP") of Exhibit E ("Insurance Requirements") is amended as follows:

   a. Section 2(a)(3)(F):

      (F) Severability of interest ~~with no cross liability exclusion~~.

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b. Section 2(a)(3)(G):

(G) An endorsement stating "~~Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy.~~ This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy. "

c. Section 2(a)(3)(L):

(L) [Intentionally left blank] ~~No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.~~

d. Section 2(b)

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with ~~a copy of Contractor's binder or policy along with~~ the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

e. Section 2(d)

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of ~~$10,000~~ $100,000 must be approved in writing by Taylor Morrison.

4. New Article 14 ("Solar") is hereby added to the Agreement and the new exhibits referenced therein, Exhibits I-L, are hereby added to the Agreement (reflected in Attachments 1 through 4) as follows and attached:

ARTICLE 14 –Solar

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer

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its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), and (ii) a solar lease ("**Solar Lease**") program, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program

and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty associated with the Solar Purchase Program ("**Purchase Warranty**") is attached hereto as Exhibit I. The form of Solar Lease, including any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as Exhibit J, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

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(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of

the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Scope of Work Addendum and the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement, the Scope of Work Addendum and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase. Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the

purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in Exhibit L hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

5. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic transmission shall be deemed delivery to the other party.

6. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

7. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

8. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
Taylor Morrison Services, Inc.,
a Delaware corporation

By: DocuSigned by: Mike DiGiovanni A3B090B855B54DD...
Print Name: Mike DiGiovanni
Title: Vice President
Date: 6/7/2022

CONTRACTOR:
Sunpower Corporation Systems,
a California corporation

By: DocuSigned by: Matt Brost 802513C32BAB4EF...
Print Name: Matt Brost
Title: Vice President of Sales, New Homes
Date: 6/6/2022

Attachment 1 ("New Exhibit I")

EXHIBIT I

PURCHASE WARRANTY

SUNPOWER®

SunPower OneRoof™ Limited Warranty

This Limited Warranty is effective for the SunPower OneRoof™ Residential Mounting System. The Product includes the module frame, each metal pan, top and side flashing, but not the flexible bottom flashing which is manufactured by a third-party.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date[1] ("Warranty Period"), its OneRoof Mounting System, component parts, and accessories ("Product"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions; and 5 years beginning on the Warranty Start Date ("Finish Warranty Period"), the finish of the Product (such as an anodized aluminum finish, a galvanized steel surface coating or other coating) shall be free from visible peeling, cracking, or chalking, under normal application, installation, use, service conditions, and atmospheric conditions.

2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure 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 repair, replace or refund the defective Product 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) contact SunPower Corporation directly 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, model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products 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 the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower's care, custody, and control; (iii) for a Product that was originally installed 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 Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) 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. 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 Product shall not extend beyond the Warranty Period or Finish Warranty Period, as applicable.
c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

4. Exclusions and Limitations

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

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[1] *"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.*

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a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and 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) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the wind or snow load specifications, and any other operational specification; (v) lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) breakage from impact or other events outside SunPower's control.
b) Cosmetic effects, including discoloration, stemming from normal wear and tear of Product materials and other changes to the Product that do not result in a structurally relevant deviation from published performance data.
c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with salt water or sea spray.
d) Product which have been moved from their original installation location without the express written approval of SunPower.
e) The Finish Warranty is void if the practices listed in AAMA 609 & 610-02 "Cleaning and Maintenance for Architecturally Finished Aluminum (www.aamanet.org) are not followed.
f) Electrical components or wiring used in connection with the Product or any other materials not provided by SunPower.
g) Product which is used on a mobile platform of any type.
h) Cosmetic rust, including rust or corrosion at the edge (including cuts and penetrations) of any galvanized steel component, or extending within ¼ inch from the edge.

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 acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS 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 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 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.

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Complete Confidence Warranty Terms and Conditions for the SunPower Equinox™ System

Effective July 1, 2017

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SunPower Limited Product and Power Warranty for X-Series and E-Series AC Modules

This Limited Warranty is effective for SunPower® photovoltaic modules for residential installation with "SPR-E" or "SPR-X" and "AC" in the product model number and sold after July 1, 2017.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date[1] (the "Warranty Period"), its photovoltaic modules specified above, including factory-integrated electronics, ("PV Module(s)"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the power of the PV Modules will be at least 98% of the Minimum Peak Power[2] rating for the first year, and will decline by no more than 0.25% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the "Guaranteed Peak Power" rating).

2. Claims Process and Coverage

If any PV Module fails to conform to this Limited 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 repair, replace or refund the defective PV Modules 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) contact SunPower Corporation directly 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 claim. 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 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 originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules originally left SunPower's care, custody, and control; (iii) for a PV Module that was originally installed 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. 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 PV Module shall not extend beyond the Warranty Period.
c) When PV Modules are used on a mobile platform of any type, such as a vehicle, the Warranty Period shall be limited to 12 years.
d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

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[1] *"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.*

[2] *"Minimum Peak Power" is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower 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.*

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4. Exclusions and Limitations

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

a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and 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) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, wind, snow load specifications, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) glass breakage from impact or other events outside SunPower's control.

b) Cosmetic effects 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 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 installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.

d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.

e) PV Modules which have been moved from their original installation location without the express written approval of SunPower.

f) PV Modules that include factory-integrated electronics where such factory-integrated electronics exhibit defects that do not materially impact power output.

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 acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

a) This Limited 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 e-mail address listed below within ninety (90) calendar days of the assignment or transfer of the PV Modules.

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 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. NOTWITSTANDING 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 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.

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SunPower InvisiMount™ Limited Warranty

This Limited Warranty is effective for the SunPower InvisiMount™ Residential Mounting System. The Product includes the module frame, each rail and splice, mid clamps, end clamps, and the skirt and skirt clips, but does not include the roof attachment hardware which is manufactured by third parties.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date[1] ("Warranty Period"), its InvisiMount Mounting System and component parts ("Product"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and 5 years beginning on the Warranty Start Date ("Finish Warranty Period"), the anodized finish of its Product shall be free from visible peeling, cracking, or chalking, under normal application, installation, use, service conditions, and atmospheric conditions.

2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure 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 repair, replace or refund the defective Product 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) contact SunPower Corporation directly 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, model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products 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 the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower's care, custody, and control; (iii) for a Product that was originally installed 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 Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) 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. 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 Product shall not extend beyond the Warranty Period or Finish Warranty Period, as applicable.
c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

4. Exclusions and Limitations

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

a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance

[1] *"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.*

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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) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the wind or snow load specifications, and any other operational specification; (v) lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) breakage from impact or other events outside SunPower's control.

b) Cosmetic effects, including discoloration, stemming from normal wear and tear of Product materials and other changes to the Product that do not result in a structurally relevant deviation from published performance data.
c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
d) Product which have been moved from their original installation location without the express written approval of SunPower.
e) The Finish Warranty is void if the practices listed in AAMA 609 & 610-02 "Cleaning and Maintenance for Architecturally Finished Aluminum (www.aamanet.org) are not followed.
f) Electrical components or wiring used in connection with the Product or any other materials not provided by SunPower.
g) Product which is used on a mobile platform of any type.

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 acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS 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. NOTWITSTANDING 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 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.

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SunPower PVS5 Monitoring System (EnergyLink™ Hardware) Limited Warranty

This Limited Warranty is effective for SunPower® PVS5 Monitoring System for residential installation with "PVS5x" in the product model number and sold after July 1, 2017.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 10 years beginning on the Warranty Start Date[1] ("Warranty Period"), its PVS5 Monitoring System data logger ("Product"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and 1 year beginning on the Warranty Start Date ("Component Warranty Period"), all other components incorporated into the PVS5 Monitoring System, shall be free from defects in materials and workmanship under normal application, installation, use and service conditions.

2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure 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 repair, replace or refund the defective Product 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) contact SunPower Corporation directly 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 claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products 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 the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower's care, custody, and control; (iii) for a Product that was originally installed 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 Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) 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. 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 Product shall not extend beyond the Warranty Period or Component Warranty Period, as applicable.
c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

4. Exclusions and Limitations

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

a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance

[1] *"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.*

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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) repair or modification by someone other than an approved service technician of SunPower; (iv) damage by external forces such as power line disturbances, host computer malfunction, incorrect cabling or plugging the board in under power, environmental or atmospheric disturbance, power failure surges, lightning, flood, or fire; (v) damage from persons, insects, animals, or industrial chemical exposure; (vii) breakage from impact or other events outside SunPower's control.

b) Cosmetic effects stemming from normal wear and tear of Product materials or other cosmetic variations. Normal wear and tear of Product components can include, but is not limited to, fading of color, weathering of coatings, and areas of discoloration.
c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
d) Product for which the labels containing product type or serial number have been altered, removed or made illegible.
e) Product which has been moved from its original installation location without the express written approval of SunPower.
f) Product damaged by components in the construction base on which the equipment is mounted, or installed on a mobile platform of any type, such as a vehicle.
g) Expendable items including, but not limited to, fuses, light bulbs and batteries.
h) Software used in connection with the Product.

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 acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS 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. NOTWITSTANDING 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 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.

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Attachment 2 ("New Exhibit J")

EXHIBIT J

SOLAR LEASE

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Date: {date}

Lessee	Lessor	Dealer/Installer
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System	
Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production	{leaseTermProdEstimate95_SPAP} kWh to {leaseTermProdEstimate105_SPAP} kWh

Your Lease	
SunPower Monthly Lease (Yr1)	${sunPowerMnthlyLeaseYrACH1}
Estimated SunPower Lease Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Amount Due at Signing	$0.00
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

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

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${firstMonthlyPmt} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Terms Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: {yearNumber1} {yearNumber2} {yearNumber3} {yearNumber4} {yearNumber5} {yearNumber6} {yearNumber7} {yearNumber8} {yearNumber9} {yearNumber10} {yearNumber11} {yearNumber12} {yearNumber13} {yearNumber14} {yearNumber15} {yearNumber16} {yearNumber17} {yearNumber18} {yearNumber19} {yearNumber20} {yearNumber21} {yearNumber22} {yearNumber23} {yearNumber24} {yearNumber25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalOfMonthlyPayments}[e]	(Not part of your monthly payment) {otherChargesRow4} ${otherChargesAmtRow4}_____ _____ {otherChargesRow5} ${otherChargesAmtRow5}_____ _____ **Total** ${totalOtherCharges}_____ __	(The amount you will have paid by the end of the Lease) ${totalOfPmts}[e]

Purchase Option at End of Lease Term. You do not have an option to purchase the leased property at the end of the lease term.

Other Important Terms. See your Lease and other documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, and insurance.

***e means an estimate inclusive of sales and use tax.**

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

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature: {{_es_:signer1:signature}}

Name: {customerNameLessee}

{signature2Label} {signature2Field}

{signer2NameLabel} {signer2NameField}

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1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Dealer/Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fourteen (14) pages long and has up to eight (8) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems (the "Operator") has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure the Dealer/Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, other owners of the Property have acknowledged this Lease by execution hereof.

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

If (i) this Lease qualifies for the financial incentives available under the California New Solar Homes Partnership program and/or (ii) the Property receives electric service from the City of Los Angeles, California or the City of Anaheim, California, then certain provisions of this Lease will be different from the body of the Lease, as set forth in **Exhibit B** and **Exhibit C**. If the Home is an attached condominium, then the provisions of the portion of Exhibit B entitled (ATTTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Dealer/Installer prior to executing this Lease.

{initialsLabel} **{es_initialsField}**

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

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the

number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) the Dealer/Installer reports to Us in writing (as may be amended by Us) that the System was placed into operation (or We otherwise determine the same);

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules manufactured by SunPower Corporation (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel} **{es_initialsField}**

4. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

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

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

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

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

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

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

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

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

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

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

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

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

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

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

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

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

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

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

(xix) maintain and make available, at your cost, a functioning 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), or, if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the Lease Term;

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

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

(b) System Construction:

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

(c) Repair, Insurance and Our Obligations:

We agree to:

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

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

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

(d) Home Renovations or Repairs

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

(e) Automatic Payment; Fees; Late Charges

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

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

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

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

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

(f) Insurance

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

(g) Taxes

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

(h) No Alterations

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

(i) Access to the System

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

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

(j) Indemnity

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

(k) Monthly Payments

The Monthly Payments section (set forth on page 2 and **Exhibit D** attached hereto) describes your payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF

THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 5 AND 25, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. AMENDMENTS

Any changes to the System will be documented in an amendment to this Lease. You authorize Us to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease We both sign.

6. WARRANTY

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

7. TRANSFER

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

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

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

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

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

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

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

10. RENEWAL

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

11. SELLING YOUR HOME

(a) If you sell your Home you can:

(i) *Transfer this Lease*. You may transfer all rights and obligations under this Lease to a new owner of Your Home (a "New Owner") if:

(a) the New Owner: (a) meets Our requirements of a 650 FICO or higher; and (b) signs a transfer agreement assuming all of Your rights and obligations under this Lease; or

(b) the New Owner: (a) (i) qualifies for a mortgage to purchase the Home or purchases the Home in cash, and (ii) either You or New Owner pays Lessor a $250.00 credit check exemption fee; and (b) signs a transfer agreement assuming all of Your rights and obligations under this Lease.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System on an AS-IS, WHERE-IS basis, for a purchase price equal to the remaining value ("Remaining Value Amount") (note that you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with

such a sale and purchase). "Remaining Value Amount" will equal (a) the loss of any tax benefits available due to the use or ownership of the System prior to the termination of this Lease plus (b) the net present value, as of the Lease termination date and using a discount rate of 3%, of (i) the future estimated tax benefits, incentives, environmental attributes, and monthly payments that would have been received by or would be payable to Us under or in connection with this Lease (assuming estimated power production through the remaining initial term of this Lease) and (ii) the residual value of the System calculated as of the termination of the Lease Term (i.e. at the termination of the twenty-five (25) year Lease Term), such residual value to be calculated in accordance with Section 15(g). If reasonably practical, We will assign to you any product and/or workmanship warranties still in effect for the System.

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

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

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

12. LOSS OR DAMAGE

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

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

(c) Notwithstanding anything to the contrary in this Agreement, If the Home and the Solar System are destroyed as a result of a Force Majeure Event, as defined in the Limited Warranty, Lessee and Lessor shall be released from all contractual obligations hereunder as of the date your Home was destroyed and this Agreement shall be of no further force and effect.

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 4(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 15(g), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

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

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

(b) you fail to provide Us with a fully-signed Certificate of Acceptance as shown in Exhibit **E**, unless such requirement is waived by Us as specified in Section 2 of this Lease;

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

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

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

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

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

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

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

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

15. REMEDIES IN CASE OF DEFAULT

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

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

(b) suspend Our performance under this Lease;

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

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

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

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

(g) We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default under this Lease. Therefore, We and you agree that in the event it is established that you are in default under this Lease, we shall recover from you as liquidated damages, and not as a penalty, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred ; plus (ii) the Remaining Value Amount; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 15(g), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you; or

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

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

16. SYSTEM REMOVAL; RETURN

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

17. APPLICABLE LAW; ARBITRATION

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

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

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

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Our last written settlement offer. This Section 17 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 Lease. The arbitrator, however, is not authorized to change or alter the terms of this Lease or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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

RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

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18. WAIVER

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

19. NOTICES

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

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

20. PERMISSION TO CONTACT

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

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

21. ENTIRE AGREEMENT; CHANGES

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

22. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

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23. PUBLICITY

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

24. SURVIVAL

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

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to effect the

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

26. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT F).

Following the third (3rd) calendar day after the date you sign this Lease and prior to the Lease Term Start Date, you may request that We cancel the Lease. If We agree to cancel the Lease, then in connection with such a request, you understand that We may ask you to reimburse us for, and you agree to pay, Our out-of-pocket costs associated with cancellation of the Lease, such as permitting fees, interconnection application costs, design costs and other out of pocket expenses associated with the Lease.

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Lessee's Name: {customerNameLessee}

{es_primarySignatureBlock}

{es_cosignerCaption}

{es_cosignerSignatureBlock}

Lessor : SunPower Capital, LLC

{es_contractorSignatureBlock}

The Dealer/Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

DS MD DS MB

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Dealer/Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof that are within a three (3) inch radius of the roof penetrations, then such roof damage will be repaired for your benefit, at any time during the period from the date the Dealer/Installer begins installation of System through ten (10) years following the Lease Term Start Date; and

(iii) Repair Promise

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

(b) Warranty Length

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

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

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

(c) Production Guarantee and Warranties

Production Guarantee

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

TABLE A

GUARANTEE YEAR	GUARANTEED RANGE OF ANNUAL PRODUCTION (KWH)	GUARANTEED ENERGY PRICE PER KWH
{prodGuaranteeYr1}	{guaranteedRangeAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedRangeAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedRangeAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedRangeAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedRangeAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedRangeAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedRangeAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedRangeAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedRangeAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedRangeAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedRangeAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedRangeAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedRangeAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedRangeAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedRangeAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedRangeAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedRangeAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedRangeAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedRangeAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedRangeAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedRangeAnnualProdYr16}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedRangeAnnualProdYr17}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedRangeAnnualProdYr18}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedRangeAnnualProdYr19}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedRangeAnnualProdYr20}	${ratePerKwhYr25}

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

until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2014, and ends on September 30, 2015, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the bottom of the Guaranteed Range of Annual Production multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

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

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

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

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

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home's internet connection and maintain such internet connection at your cost, or (b) if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the Lease Term, as set forth in Section 4(a)(xix) of the Lease, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

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

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

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

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual KWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

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

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

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

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

5. FORCE MAJEURE

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

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

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

(c) If the Home and the Solar System are destroyed as a result of a Force Majeure Event, Lessor shall be released from all contractual obligations hereunder as of the date your Home was destroyed and this Agreement shall be of no further force and effect; and

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest

or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

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

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B (New Homes Provisions)

The following terms modify the Lease if it qualifies for the financial incentives available under the California New Solar Homes Partnership ("NSHP") program, and such terms are incorporated into the Lease and, together with the Lease and other exhibits, constitute a single contract.

The NSHP provides financial incentives and other support for installing eligible solar energy systems on new residential buildings that receive electricity from specified investor owned utilities. The California Energy Commission ("CEC") implements the NSHP in coordination with the California Public Utilities Commission to benefit the end-use customer by directly and exclusively reducing the lease payments for the eligible solar energy system or the cost of electricity produced by such system as illustrated below for the Lease Term:

Total Lease Payments Pre-NSHP Rebate:	${totalOfPmts}
Estimated NSHP Rebate:	${solarIncentiveAmt}
Total Lease Payments Post-NSHP Rebate:	${totalOfMonthlyPayments}

To comply with the NSHP, Lessor and you have certain responsibilities to fulfill as described more fully below.

1.) **Section 4(a) of the Lease is hereby amended by the addition of the following Lessee obligation (Section 4(a)(xxii)) whereby you agree to:**

"in the event that the System is removed from its original installation location within the first ten (10) years of the Lease Term Start Date, which results in the CEC requiring Lessor to repay some or all of the NSHP rebate awarded for the system, be responsible for reimbursing Lessor for any amount of the NSHP rebate that Lessor repays to the CEC, if the System is removed within the first ten (10) years of the Lease Term Start Date due to Lessee's default or Lessee's request."

2.) **Section 4(c) of the Lease is hereby amended by the addition of the following Lessor obligation (Section 4(c)(iv)) whereby We agree to:**

"submit the status report on the operation of your System to the NSHP program administrator on an annual basis as required pursuant to Chapter II, Section O of the current edition of the NSHP Guidebook."

EXHIBIT B (New Homes Provisions) – cont'd

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

Lessor has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified guaranteed range of annual production of kilowatt-hours (KWh). If at the end of each successive anniversary of your lease term, the actual annual kWh generated by the System is less than the bottom of the specified guaranteed range of annual production of KWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the guaranteed range of annual production of KWh and the actual annual KWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the Lease.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

Subordination. Without limiting Equipment Provider's rights to the System under the Lease, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this Agreement and the intent hereof, and evidencing this Agreement, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Agreement shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT B (New Homes Provisions) – cont'd

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the Lease is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(a)(xiii) of the Lease is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. Section 4(l) is added to the Lease as follows:

   "(l) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The first sentence of Section 4(i)(ii) is hereby amended and restated as follows:

"(ii) During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the Lease.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

EXHIBIT C (State-Specific Provisions)

SPECIAL PROVISIONS FOR LOS ANGELES AND ANAHEIM SYSTEMS

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

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

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

Early Buy Out Option

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

Early Termination Liability

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

Modifications in Writing

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

Production Guarantee

Per the terms of the Production Guarantee and Limited Warranty, provided to you by SunPower Corporation, Systems, the minimum guaranteed production of the System over the term will be: {leaseTermProdEstimate95_SPAP} kWh.

System Size

{systemSizeACInWatts} AC – CEC watts

The following terms modify the Lease for Systems installed in the Anaheim Public Utilities service territory only, and such terms are incorporated into the Lease and, together with the Lease and other exhibits, constitute a single contract.

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

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

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

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

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

EXHIBIT D (Lease Payments)

The Solar Incentive Amount due at the time the administrator of the Solar Initiative Program releases the Solar Rebate (if applicable, see Section 8 above)	${solarIncentiveAmt}

	Base Payment	**Estimated Tax on Payment**	**Estimated Payment inclusive of Tax**
First Monthly Payment (As set forth on Page 2 above), OR	${EstPmtInclOfTaxMnthlyPmt}	${EstTaxOnPmtMonthlyPmts}	${EstPmtInclOfTaxMnthlyPmt}
One Full Prepayment Amount due on the same day as the first Monthly Payment (As set forth on Page 2 above)	${BasePmtFullPrePmt}	${EstTaxOnPmtFullPrePmt}	${fullPrePmtAmt}

Monthly Lease Payments	**Base Monthly Payment**	**Estimated Tax on Monthly Payment**	**Estimated Monthly Payment inclusive of Tax (without automatic ACH Payment)**	**Estimated Monthly Payment inclusive of Tax (with automatic ACH Payment)**
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${EstTaxOnMnthlyPmtYr1}	${EstMnthlyPmtInclTaxWoutACHYr1}	${EstMnthlyPmtInclOfTaxWAchYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${EstTaxOnMnthlyPmtYr2}	${EstMnthlyPmtInclTaxWoutACHYr2}	${EstMnthlyPmtInclOfTaxWAchYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${EstTaxOnMnthlyPmtYr3}	${EstMnthlyPmtInclTaxWoutACHYr3}	${EstMnthlyPmtInclOfTaxWAchYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${EstTaxOnMnthlyPmtYr4}	${EstMnthlyPmtInclTaxWoutACHYr4}	${EstMnthlyPmtInclOfTaxWAchYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${EstTaxOnMnthlyPmtYr5}	${EstMnthlyPmtInclTaxWoutACHYr5}	${EstMnthlyPmtInclOfTaxWAchYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${EstTaxOnMnthlyPmtYr6}	${EstMnthlyPmtInclTaxWoutACHYr6}	${EstMnthlyPmtInclOfTaxWAchYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${EstTaxOnMnthlyPmtYr7}	${EstMnthlyPmtInclTaxWoutACHYr7}	${EstMnthlyPmtInclOfTaxWAchYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${EstTaxOnMnthlyPmtYr8}	${EstMnthlyPmtInclTaxWoutACHYr8}	${EstMnthlyPmtInclOfTaxWAchYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${EstTaxOnMnthlyPmtYr9}	${EstMnthlyPmtInclTaxWoutACHYr9}	${EstMnthlyPmtInclOfTaxWAchYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${EstTaxOnMnthlyPmtYr10}	${EstMnthlyPmtInclTaxWoutACHYr10}	${EstMnthlyPmtInclOfTaxWAchYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${EstTaxOnMnthlyPmtYr11}	${EstMnthlyPmtInclTaxWoutACHYr11}	${EstMnthlyPmtInclOfTaxWAchYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${EstTaxOnMnthlyPmtYr12}	${EstMnthlyPmtInclTaxWoutACHYr12}	${EstMnthlyPmtInclOfTaxWAchYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${EstTaxOnMnthlyPmtYr13}	${EstMnthlyPmtInclTaxWoutACHYr13}	${EstMnthlyPmtInclOfTaxWAchYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${EstTaxOnMnthlyPmtYr14}	${EstMnthlyPmtInclTaxWoutACHYr14}	${EstMnthlyPmtInclOfTaxWAchYr14}

{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${EstTaxOnMnthlyPmtYr15}	${EstMnthlyPmtInclTaxWoutACHYr15}	${EstMnthlyPmtInclOfTaxWAchYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${EstTaxOnMnthlyPmtYr16}	${EstMnthlyPmtInclTaxWoutACHYr16}	${EstMnthlyPmtInclOfTaxWAchYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${EstTaxOnMnthlyPmtYr17}	${EstMnthlyPmtInclTaxWoutACHYr17}	${EstMnthlyPmtInclOfTaxWAchYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${EstTaxOnMnthlyPmtYr18}	${EstMnthlyPmtInclTaxWoutACHYr18}	${EstMnthlyPmtInclOfTaxWAchYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${EstTaxOnMnthlyPmtYr19}	${EstMnthlyPmtInclTaxWoutACHYr19}	${EstMnthlyPmtInclOfTaxWAchYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${EstTaxOnMnthlyPmtYr20}	${EstMnthlyPmtInclTaxWoutACHYr20}	${EstMnthlyPmtInclOfTaxWAchYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr16}	${EstTaxOnMnthlyPmtYr16}	${EstMnthlyPmtInclTaxWoutACHYr16}	${EstMnthlyPmtInclOfTaxWAchYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr17}	${EstTaxOnMnthlyPmtYr17}	${EstMnthlyPmtInclTaxWoutACHYr17}	${EstMnthlyPmtInclOfTaxWAchYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr18}	${EstTaxOnMnthlyPmtYr18}	${EstMnthlyPmtInclTaxWoutACHYr18}	${EstMnthlyPmtInclOfTaxWAchYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr19}	${EstTaxOnMnthlyPmtYr19}	${EstMnthlyPmtInclTaxWoutACHYr19}	${EstMnthlyPmtInclOfTaxWAchYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr20}	${EstTaxOnMnthlyPmtYr20}	${EstMnthlyPmtInclTaxWoutACHYr20}	${EstMnthlyPmtInclOfTaxWAchYr25}

Exhibit E (Certificate of Acceptance)

FORM OF CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is related to the Lease Agreement (the "Lease") entered into on {date} between {customerNameLessee} and {customerNameCoLessee} (collectively, "Lessee") and SunPower Capital, LLC ("Lessor").

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

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

Lessee's Signature:

_____

Name: {customerNameLessee}

(print)

Date:

{acceptanceSignatureBlock}

Acknowledged and Agreed:

Dealer/Installer:

_____

Name:

Title:

Date:

EXHIBIT F (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

{es_customerCancelFromDate}

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF
{es_customerCancelLastDate}.

I HEREBY CANCEL THIS TRANSACTION.

_____***[Date]*.**

Lessee's Signature:

Please print name: _____

{cancellationCosignerBlock}

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

NOTICE OF CANCELLATION

{es_customerCancelFromDate}

(Date of Lease)

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

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

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

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

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

SunPower Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF
{es_customerCancelLastDate}.

I HEREBY CANCEL THIS TRANSACTION.

_____***[Date]*.**

Lessee's Signature:

Please print name: _____

{cancellationCosignerBlock}

EXHIBIT G (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:	{{*Bankname_es_:signer1}}
Account Type:	{{*AccountType_es_:signer1}}
Routing No.:	{{*RoutingNo_es_:signer1}}
Account No:	{{*AccountNo_es_:signer1:mask}}

*** Please insert N/A for the Bank Name, Account Type, Routing No., and Account No.
If you do NOT wish to use ACH payments, then please sign below to acknowledge your decision. ***

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

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

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

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

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

Customer: {{_es_:signer1:signature}}

Name: {customerNameLessee}

Date: {{_es_:signer1:date}}

{achCoSignerBlock}

EXHIBIT H (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} to {leaseTermProdEstimate105_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Remaining Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

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

Attachment 3 (“New Exhibit K”)

EXHIBIT K

SOLAR-READY HOME FEATURES

To enable a solar system to be installed on a Home and function optimally, Taylor Morrison will construct each Home with the following features:

- Taylor Morrison will ensure that the buss-rating and main breaker size of the main electrical panel in each Home can support the kilowatt-rating of the solar system and that the panel has open breaker space for a two-pole PV back-feed breaker at the opposite end of the bussing from the main breaker.
- Taylor Morrison will keep roof areas that will receive solar modules (usually all mounting planes that face south, west, or east) free of obstructions (such as plumbing vents, stacks, flues, and other equipment). Note: Low-profile O’Hagin vents are generally acceptable.
- Taylor Morrison will ensure that structural truss calculations include load requirements for Solar Equipment. Taylor Morrison to provide Contractor or its designated installation partners with truss calculation as necessary for Solar Equipment design and permitting. Taylor Morrison will ensure that roof designs using box trusses have appropriate wood blocking in place to support Solar Equipment attachments per designs previously provided to Taylor Morrison.

DS MD DS MB

Attachment 4 ("New Exhibit L")

EXHIBIT L

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT
(Mandatory Solar Lease or Purchase)

DS MD DS MB

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Lease or Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either purchase or lease the System at Buyer's sole and exclusive cost. Any lease of the System will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase or lease a System, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the lease or purchase of the System, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to purchase or lease the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to lease the System, the lease will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to lease the System, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either purchase or lease the System within the timeframes set forth in this Addendum. The System purchase program and lease program are both further described below. The System equipment includes: (i) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the Lease, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

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4. PURCHASE OF A SYSTEM. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 Warranty. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 Internet Solar Monitoring. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 Federal, State and/or Local Energy Incentives. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax

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credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. SYSTEM LEASE PROGRAM. If Buyer elects to lease a System from Solar Provider, Buyer will enter into a Solar Lease Agreement ("**Lease**") with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The Lease and any related documents are prepared by Solar Provider and Buyer should review the Lease and any related documents carefully and understand them prior to entering into the Lease or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the Lease or solar leases in general. Buyer will make monthly payments to Solar Provider under the Lease. Seller will not be a party to the Lease. Under the Lease Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's lease program; provided, however, that the provisions of the Lease and/or other Solar Provider lease program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 About the Lease. The Lease has an initial term of 25 years. The Lease specifies that the effective date of the Lease occurs on the date that the last party signs the Lease. The billing cycle under the Lease begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer are the owner in fee title of the Home. Under the terms of the Lease, Buyer must is keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The Lease is for the equipment specified in the Lease and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The Lease may be subject to automatic renewal under its terms. Buyer should review the Lease and understand any automatic renewal of the Lease and any related conditions or provisions before entering into the Lease.

5.2 Warranty and Production Guarantee. The Lease contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the Lease, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of

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the Lease. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering leasing the System. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who lease a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Lease or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Lease and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company..

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the Lease, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with leased solar panels. The Lease form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into a Lease, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer leases solar panels, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that leasing a System may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 **Other Lease Issues**. If Solar Provider removes the System upon the expiration of the Lease or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a Lease, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the Lease may contain specific requirements for Buyer if Buyer sells or transfers the Home during the Lease term, which may include the obligation to either transfer the Lease obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the Lease), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE LEASE. BUYER SHOULD REVIEW THE ENTIRE LEASE CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the Lease, the Lease documents or the Lease program, buyer should contact Solar Provider.**

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6. OTHER INFORMATION ABOUT THE SYSTEMS.

6.1 Limited Warranty.

6.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

6.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 Placement of Systems. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the

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Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the Lease with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings

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that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

9. **SOLAR ACT AND IMPROVEMENTS**.

9.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE**

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PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.

10. FURTHER INFORMATION REGARDING SOLAR.

10.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements.

10.2 California Go Solar Website. The California Energy Commission's New Solar Homes Partnership (NSHP) is part of the comprehensive statewide solar program, known as the California Solar Initiative. More information can be obtained from a number of resources, including, without limitation, the "California Go Solar" Website. See, http://www.gosolarcalifornia.org.

10.3 Information from the State of California. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider the lease payment you pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for purchasing or leasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the Lease, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to lease or purchase the System.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rates				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual

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performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings.

Prospective home buyers are encouraged to visit the Go Solar California website: www.gosolarcalifornia.org/tools/calculators.php, to view a number of online calculators that have been developed to help make a decision on going solar. The solar calculators on this website may reach calculations different from those contained in the reference chart above.

The Energy Commission climate zone map is located at: www.energy.ca.gov/maps/building_climate_zones.html"

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a Lease for the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a Lease with Solar Provider for the System, (ii) Buyer's failure to enter into the Lease by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a Lease or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a Lease or purchase of the System. If the System has been so designated as being subject to a Lease, then Buyer will be required to enter into the Lease or assume the Lease within the timeframes set forth in this section.

11.1 Acknowledgment of Lease Qualification Requirements. If Buyer elects to enter into a Lease for the System, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the Lease. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the Lease prior to Buyer selecting the Lease option. If Buyer selects the Lease option and fails to qualify for the Lease, Buyer is advised that the failure to enter into the Lease shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. ACKNOWLEDGMENTS OF BUYER. By signing this Addendum, Buyer additionally acknowledges and agrees that:

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to lease or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any Lease, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

_____ _____
«BuyerFirstName» «BuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

SELLER'S COMMUNITY SALES MANAGER:

_____ _____
«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____ _____
Name: _____ Date
Title: _____

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TAYLOR MORRISON

AMENDMENT #2
TO MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
(California)

This Amendment #2 **(the "Amendment")** made and entered into as of January 9, 2024 **(the "Effective Date")** serves to modify, supersede and control as to that certain Master Agreement for Vertical Construction Services, dated May 25, 2022 **(the "Agreement")** made by and between Sunpower Corporation Systems, a California corporation **("Contractor")** and Taylor Morrison Services, Inc., a Delaware corporation **("Taylor Morrison")** as follows:

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows (with text containing strikethrough (~~strikethrough~~) deleted and the text underlined (**underlined**) added):

1. Article 14 ("Solar") is hereby replaced in its entirety and now reads as follows:

ARTICLE 14 --SOLAR

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system (which may include one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), a provided below) to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and

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local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), (ii) a solar lease program ("**Solar Lease**"), and (iii) solar power purchase program ("**PPA**"), collectively, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs, inclusion or availability of any Battery within a System, and any other specified details of the System or applicable Solar Program(s) that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease or PPA shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty, including without limitation any warranty applicable to any Battery that may be a part of the System, associated with the Solar Purchase Program ("**Purchase Warranty**") are attached hereto as **Exhibit I-1 and Exhibit I-2**, respectively. The form of Solar Lease (PV only), including

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any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as **Exhibit J-1** and with Battery as **Exhibit J-2,** the form of the form of a PPA (PV only), is attached hereto as **Exhibit J**-3 and the form of PPA (PV w/ battery), is attached hereto as **Exhibit J-4**, including any terms regarding the warranty and power production guarantee provided thereunder, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on Exhibit A to the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the

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Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party

Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase.Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in **Exhibits L-1, L-2, and L-3** hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

2. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile transmission shall be deemed delivery to the other party.

3. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

4. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
Taylor Morrison Services, Inc.,
a Delaware corporation

DocuSigned by:
By: _____
A3B090B855B54DD...
Print Name: Mike DiGiovanni
Title: Vice President
Date: 1/10/2024

CONTRACTOR:
Sunpower Corporation Systems,
a California corporation,

DocuSigned by:
By: Matt Brost
802513C32BAB4EE...
Print Name: Matt Brost
Title: ~~Vice President of Sales, New Homes~~
Date: 1/10/2024

Exhibits

(attached)

EXHIBIT J-2

FORM OF SOLAR LEASE (PV with Battery)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMont	${est	{loanDur
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Battery(ies)	{storageCount} x {storageModel}
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

90% production guarantee (reimbursed biennially if we ever fall short).

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

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

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

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

SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System	
Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Battery(ies)	{storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production Estimate	{leaseTermProdEstimate90_SPAP} kWh

Your Key Terms	
Monthly Payment After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This solar and battery storage lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel and battery storage system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fifteen (15) pages long and has up to six (6) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure the Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

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

The Fannie Mae B2-3-04 compliance information is attached at **Exhibit E**.

If the Home is an attached condominium, then the provisions of the portion of **Exhibit F** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

If the Property is located in the State of California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit G**.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

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2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}
Battery(ies): {storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

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4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of **Exhibit B** attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly

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Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in **Exhibit B**;

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

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

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

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

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

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

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

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvii) 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, if necessary, purchase of a SunPower cellular plan at all times during the Lease Term;

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

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

(b) System Construction:

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

(c) Repair and Our Obligations:

We agree to:

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

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

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

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(e).

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(d) Insurance

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

(e) Home Renovations or Repairs

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

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(g) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(h) Indemnity

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

6. WARRANTY

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

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THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

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

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7. 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, as determined by Us, and may not power your entire Home. We will ensure that your battery maintains a reserve charge of at least 20% so that your batteries will be charged to a minimum level prior to a power outage.

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 6(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

(c) 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.

(d) Data

You agree that we may collect, store, and use energy production, consumption, charge and other data provided by the System to provide the services described in this agreement. You also agree that we can share the System data with third parties in anonymized form.

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the Lease Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may

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record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

10. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the Lease Term Start Date;

(ii) If you sell your Home at any time during the Lease Term;

(iii) At the end of the Lease Term; or

(iv) In the event of Our default pursuant to Section 15(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

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(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12(a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

13. LOSS OR DAMAGE

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

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

14. LIMITATION OF LIABILITY

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(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 5(h) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

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

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

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

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies

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in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise Our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. 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. 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 18 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute 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-

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representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

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

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

19. WAIVER

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

20. NOTICES

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

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

21. PERMISSION TO CONTACT

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

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

22. ENTIRE AGREEMENT; CHANGES

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This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

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

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

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ACKNOWLEDGMENT OF ARBITRATION

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

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

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

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

(b) Warranty Length

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

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

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

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(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each Guarantee Period (as defined below), the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr2}	{cumulativeAdjProductionYr2}	${avgratePerKwhYr2}
{prodGuaranteeYr4}	{cumulativeAdjProductionYr4}	${avgratePerKwhYr4}
{prodGuaranteeYr6}	{cumulativeAdjProductionYr6}	${avgratePerKwhYr6}
{prodGuaranteeYr8}	{cumulativeAdjProductionYr8}	${avgratePerKwhYr8}
{prodGuaranteeYr10}	{cumulativeAdjProductionYr10}	${avgratePerKwhYr10}
{prodGuaranteeYr12}	{cumulativeAdjProductionYr12}	${avgratePerKwhYr12}
{prodGuaranteeYr14}	{cumulativeAdjProductionYr14}	${avgratePerKwhYr14}
{prodGuaranteeYr16}	{cumulativeAdjProductionYr16}	${avgratePerKwhYr16}
{prodGuaranteeYr18}	{cumulativeAdjProductionYr18}	${avgratePerKwhYr18}
{prodGuaranteeYr20}	{cumulativeAdjProductionYr20}	${avgratePerKwhYr20}
{prodGuaranteeYr22}	{cumulativeAdjProductionYr22}	${avgratePerKwhYr22}
{prodGuaranteeYr24}	{cumulativeAdjProductionYr24}	${avgratePerKwhYr24}
{prodGuaranteeYr25}	{cumulativeAdjProductionYr25}	${avgratePerKwhYr25}

i. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twenty-four (24) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	Example Actual Biennial kWh	Example Guaranteed Energy Price per kWh	Example Payment to You

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9,500	9,000	$0.10	$50.00

ii. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

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

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next 24-month anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between 12 and 36 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the Lease Term. The Guarantee Period will be 12 months for the last year the Lease Term (year 25).

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

"**Production Estimate**" for a Guarantee Period is the estimated cumulative production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Biennial kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed

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from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

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

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

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EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}[e] OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges} _____	(The amount you will have paid by the end of the Lease) ${totalPayments}[e]

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] **The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.**

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label}

{signer2NameLabel} {signer2NameField}

EXHIBIT C (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

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

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

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EXHIBIT D (ACH Authorization Agreement)
Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

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EXHIBIT E (Fannie Mae B2-3-04)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the Lease.

SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

Representation; Covenant. SunPower represents and warrants that SunPower is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If SunPower removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, SunPower will not impede any sale of the Real Property.

Subordination. Without limiting SunPower's rights to the System under the Lease, Property Owner, SunPower and Lender hereby agree, to the extent that SunPower is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.

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Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge.

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. SunPower confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. SunPower must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or SunPower for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT F (Attached Condominium Structure Addendum)

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

   "**(a) System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(e) of the Lease is hereby amended and restated in its entirety as follows:

   "**(e) Home Renovations or Repairs**

   If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

   "(i) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for

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the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(g) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A** to the Lease.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

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EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate90_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or

(b) Upon notice to Lessor, request that Lessor remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the Lease will automatically renew and continue on a year-to-year basis.

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EXHIBIT J-3

FORM OF PPA (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMo	${est	{loanDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize}kW
Estimated year 1 production	{year1ProdEstimate}
Estimated electricity offset	{estElectricOffset}%

Get more with SunPower

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

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

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

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

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

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SUNPOWER®

Date: {date}

Customer	**SunPower**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Energy	
Year 1 Production Estimate	{year1ProdEstimate} kWh
PPA Term Production	{leaseTermProdEstimate95_SPAP} kWh
Source of Performance Data	SunPower

Your PPA	
SunPower Monthly PPA After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower PPA Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the PPA
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel system (the "System") to be installed at the address listed above. This is not a contract for construction. The System will be installed by the Installer identified above. This PPA will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your PPA Term Start Date (as defined below). In the event that You do not close escrow on the Home, the PPA will be cancelled without penalty to You.

This PPA is up to thirty one (31) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

If the Property is within the state of California then certain provisions of this PPA will be different from the body of the PPA, as set forth in **Exhibit E**. If the Home is an attached condominium, then the provisions of the portion of **Exhibit E** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT) shall control any contrary provisions in this PPA.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the first date upon when all of the following things have happened:

a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this PPA.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the PPA Term Start Date. If the PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1.

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SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the PPA Term. If you make a Prepayment, SunPower will retain all its obligations under this PPA.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for PPA Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the PPA Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 26 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

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

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

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

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

(vi) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(x) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this PPA;

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

(xii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiii) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvi) 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), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the PPA Term;

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

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

(b) Insurance, Repair and Our Obligations:

We agree to:

(i) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this PPA and terminate this PPA; provided however, if you have prepaid any Monthly Payments that are

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due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments;

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

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

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

(c) Home Renovations or Repairs

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

(d) No Alterations

You agree that you will not (i) move the System,(ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(e) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(f) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

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

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

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6. NOT USED

7. TRANSFER

You agree that We may assign the System and/or this PPA to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee, or financing partner an acknowledgment and confirmation of your obligations under this PPA as may be reasonably requested by Us.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

9. PURCHASING THE SYSTEM

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

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(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

(iv) In the event of Our default pursuant to Section 14(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

10. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the PPA, no later than sixty (60) days prior to the end of the PPA Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the PPA may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the PPA, then at least thirty (30) days prior to the end of the PPA Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this PPA will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility**.

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable PPA Term or any Renewal Term.

11. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this PPA and the Monthly Payments*.

You may transfer this PPA if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this PPA. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this PPA to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this PPA. If the Home Buyer defaults on this PPA and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 9 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 11(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a

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Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 11. (a) above, you will be in default under this PPA. This Section 11 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

12. LOSS OR DAMAGE

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

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

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 4(f) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

(a) You will be in default under this PPA if any one of the following occurs:

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

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(b) We will be in default under this PPA if We fail to perform a material obligation under this PPA and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

15. REMEDIES IN CASE OF DEFAULT

(a) If this PPA is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this PPA and your rights to possess and use of the System;

(ii) suspend Our performance under this PPA;

(iii) take any reasonable action to correct your default or to prevent Our loss; (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 17 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this PPA or by law.

(b) Subject to Section 16 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this PPA be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. EARLY TERMINATION LIABILITY

If We exercise our right under Section 15 (REMEDIES IN CASE OF DEFAULT) to terminate this PPA due to your default, We and you agree that, from the nature of this PPA, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination We shall be entitled to recover from you the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the PPA; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 16 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

17. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this PPA 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 of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9

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of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. 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 17 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute 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 PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this PPA.

{initialsLabel}

18. WAIVER

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

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19. NOTICES

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

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

20. PERMISSION TO CONTACT

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

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

21. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the PPA of the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

22. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

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23. PUBLICITY

We will not publicly use or display any images of the System without your consent.

24. SURVIVAL

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

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to affect the purposes of this PPA, including the preservation of Our interest in the System. In this PPA: (i) whenever the singular number is used,

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the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

26. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Customer's Name: {customerNameLessee}

{es_cosignerCaption}

SunPower : SunPower Capital, LLC

The Installer with respect to this PPA is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

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

(ii) **Roof Warranty**

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) **Repair Promise**

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

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you are a party to this PPA, you will have a System Warranty and Operator's Repair Promise.

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

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

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the PPA Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the PPA Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve

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(12) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

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

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

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

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

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) **Claims Process**

You can make a claim by:

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

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

(ii) **Transferable Limited Warranty**

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or an Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;

(v) your failure to perform, or breach of, your obligations under the PPA (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower's or Operator's prior written approval;

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(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or an Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the PPA, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by SunPower or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to SunPower under Section 10 of the PPA, then SunPower or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery

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or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

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

7. NOTICES

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

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the PPA or any subsequent billing address you provide.

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8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
Year 2: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
Year 3: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
Year 4: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
Year 5: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
Year 6: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
Year 7: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
Year 8: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
Year 9: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
Year 10: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
Year 11: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
Year 12: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
Year 13: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
Year 14: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
Year 15: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
Year 16: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
Year 17: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
Year 18: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
Year 19: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
Year 20: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
Year 21: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
Year 22: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
Year 23: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
Year 24: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
Year 25: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the PPA Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com

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EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Customer's Signature:

Please print name: _____

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EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Customer's Signature:

Please print name: _____

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TM Contractor

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (New Homes Provisions)

The following explains why this PPA complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the PPA should not be included in your debt-to-income (DTI) ratio calculation because the PPA:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the PPA for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your PPA term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the PPA.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

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Subordination. Without limiting Equipment Provider's rights to the System under the PPA, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this PPA and the intent hereof, and evidencing this PPA, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This PPA may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This PPA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This PPA shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This PPA may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT E (New Homes Provisions) – cont'd

CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT

The terms of this Addendum apply to the PPA only if the roof associated with the Customer's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Power Purchase Agreement (**"Addendum"**) is attached to and forms a part of the Solar Power Purchase Agreement (**"PPA"**) between {customerNameLessee} (**"Customer"**) and SunPower Capital, LLC (together with its successors and assigns, **"SunPower," "We," "Us"** or **"Our"**), concerning the solar panel system (**"System"**) described in the PPA.

The System that serves Customer's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Customer and SunPower are entering into this Addendum in order to supplement, modify and clarify certain provisions of the PPA to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the PPA. If there is a conflict between the PPA and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

SunPower and Customer agree that the PPA is amended as follows:

1. SunPower and Customer acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the PPA to "Property" or "Home" shall mean the condominium unit owned by Customer in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the PPA is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(c) of the PPA is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. The third sentence of Section 4(e) is hereby amended and restated as follows:

   "During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

5. Section 4(g) is added to the PPA as follows:

   "(g) Easement Agreement and Grant of Easement

   SunPower and Customer acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the SunPower may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, SunPower obligations concerning performance of System maintenance work, and SunPower and Association obligations concerning removal and replacement of Systems

for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this PPA and the Easement Agreement (if any), SunPower and Customer agree that the Easement Agreement shall control concerning the Association Property.

6. Pursuant to Section 5 of the PPA, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the PPA. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the PPA.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who purchases the electricity from the System under the PPA," and (iii) any other provision of the PPA or Limited Warranty to the contrary, SunPower agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Customer or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 5 of the PPA:

"SUNPOWER SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with SunPower. SunPower shall cause Operator to effectuate this Section.

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EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. PPA consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) seek reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

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(8) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

5. ***What happens at the end of the PPA?*** At the end of the PPA, if you are not in default, you will have two options:

(a) You may extend the PPA term. The rental rate for any extended term will be provided to you in writing by SunPower. If you wish to exercise this option, you have to notify SunPower at least 60 days but not more than 180 days before the original PPA term expires. If you extend the PPA term, the System will remain in place until the extended PPA term has expired; or

(b) Upon notice to SunPower, you may request that SunPower remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.

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EXHIBIT J-4

FORM OF PPA (PV with Battery)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMont	${estS	{loanDur
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize}kW
Estimated year 1 production	{year1ProdEstimate}
Estimated electricity offset	{estElectricOffset}%

Get more with SunPower

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

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

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

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

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

SUNPOWER®

Date: {date}

Customer	**SunPower**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Energy	
Year 1 Production Estimate	{year1ProdEstimate} kWh
PPA Term Production	{leaseTermProdEstimate95_SPAP} kWh
Source of Performance Data	SunPower

Your PPA	
SunPower Monthly PPA After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower PPA Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the PPA
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel and battery storage system (the "System") to be installed at the address listed above. This is not a contract for construction. The System will be installed by the Installer identified above. This PPA will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your PPA Term Start Date (as defined below). In the event that You do not close escrow on the Home, the PPA will be cancelled without penalty to You.

This PPA is up to thirty one (31) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

If the Property is within the state of California then certain provisions of this PPA will be different from the body of the PPA, as set forth in **Exhibit E**. If the Home is an attached condominium, then the provisions of the portion of **Exhibit E** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT) shall control any contrary provisions in this PPA.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the first date upon when all of the following things have happened:

a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this PPA.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the PPA Term Start Date. If the

PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the PPA Term. If you make a Prepayment, SunPower will retain all its obligations under this PPA.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for PPA Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the PPA Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 26 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

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

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

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

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

(vi) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(x) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this PPA;

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

(xii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiii) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvi) 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), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the PPA Term;

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

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

(b) Insurance, Repair and Our Obligations:

We agree to:

(i) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (including the obligation to make Monthly Payments).

Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this PPA and terminate this PPA; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments;

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

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

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

(c) Home Renovations or Repairs

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

(d) No Alterations

You agree that you will not (i) move the System,(ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(e) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(f) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS PPA PRODUCES AN OVERALL ENERGY COST SAVINGS TO

YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS PPA WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE PPA.

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

{initialsLabel}

6. 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, as determined by Us, and may not power your entire Home. We will ensure that your battery maintains a reserve charge of at least 20% so that your batteries will be charged to a minimum level prior to a power outage.

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 6(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

(c) 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.

(d) Data

You agree that we may collect, store, and use energy production, consumption, charge and other data provided by the System to provide the services described in this agreement. You also agree that we can share the System data with third parties in anonymized form.

7. TRANSFER

You agree that We may assign the System and/or this PPA to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee, or financing partner an acknowledgment and confirmation of your obligations under this PPA as may be reasonably requested by Us.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the PPA Term. You also

acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a PPA and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this PPA and applicable law, including a formal notice of this PPA which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this PPA.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

9. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

(iv) In the event of Our default pursuant to Section 14(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations

regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

10. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the PPA, no later than sixty (60) days prior to the end of the PPA Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the PPA may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the PPA, then at least thirty (30) days prior to the end of the PPA Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this PPA will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility**.

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable PPA Term or any Renewal Term.

11. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this PPA and the Monthly Payments*.

You may transfer this PPA if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this PPA. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this PPA to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this PPA. If the Home Buyer defaults on this PPA and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 9 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 11(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 11. (a) above, you will be in default under this PPA. This Section 11 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

12. LOSS OR DAMAGE

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

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

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 4(f) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

(a) You will be in default under this PPA if any one of the following occurs:

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

(b) We will be in default under this PPA if We fail to perform a material obligation under this PPA and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

15. REMEDIES IN CASE OF DEFAULT

(a) If this PPA is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this PPA and your rights to possess and use of the System;

(ii) suspend Our performance under this PPA;

(iii) take any reasonable action to correct your default or to prevent Our loss; (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 17 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this PPA or by law.

(b) Subject to Section 16 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this PPA be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. EARLY TERMINATION LIABILITY

If We exercise our right under Section 15 (REMEDIES IN CASE OF DEFAULT) to terminate this PPA due to your default, We and you agree that, from the nature of this PPA, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination We shall be entitled to recover from you the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the PPA; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 16 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

17. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this PPA 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 of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. 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 17 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute 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 PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this PPA.

{initialsLabel}

18. WAIVER

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

19. NOTICES

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

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

20. PERMISSION TO CONTACT

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

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

21. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the PPA of the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

22. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

{initialsLabel}

23. PUBLICITY

We will not publicly use or display any images of the System without your consent.

24. SURVIVAL

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

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

26. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

DS MU TM DS MB Contractor

ACKNOWLEDGMENT OF ARBITRATION

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

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

Customer's Name: {customerNameLessee}

{es_cosignerCaption}

SunPower : SunPower Capital, LLC

The Installer with respect to this PPA is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

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

(ii) **Roof Warranty**

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) **Repair Promise**

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

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you are a party to this PPA, you will have a System Warranty and Operator's Repair Promise.

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

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

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the PPA Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the PPA Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment

Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve (12) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

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

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

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

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

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) **Claims Process**

You can make a claim by:

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

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

(ii) **Transferable Limited Warranty**

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;
(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or an Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);
(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;
(v) your failure to perform, or breach of, your obligations under the PPA (e.g., you modify or alter the System);
(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;
(vii) any Force Majeure Event (as defined below);
(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or an Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the PPA, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by SunPower or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to SunPower under Section 10 of the PPA, then SunPower or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

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

7. NOTICES

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

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693

Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the PPA or any subsequent billing address you provide.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
Year 2: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
Year 3: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
Year 4: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
Year 5: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
Year 6: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
Year 7: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
Year 8: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
Year 9: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
Year 10: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
Year 11: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
Year 12: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
Year 13: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
Year 14: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
Year 15: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
Year 16: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
Year 17: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
Year 18: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
Year 19: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
Year 20: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
Year 21: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
Year 22: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
Year 23: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
Year 24: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
Year 25: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the PPA Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com

EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Customer's Signature:

Please print name: _____

EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ *[Date]*.

Customer's Signature:

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (New Homes Provisions)

The following explains why this PPA complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the PPA should not be included in your debt-to-income (DTI) ratio calculation because the PPA:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the PPA for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your PPA term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the PPA.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

Subordination. Without limiting Equipment Provider's rights to the System under the PPA, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this PPA and the intent hereof, and evidencing this PPA, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This PPA may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This PPA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This PPA shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This PPA may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT E (New Homes Provisions) – cont'd

CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT

The terms of this Addendum apply to the PPA only if the roof associated with the Customer's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Power Purchase Agreement (**"Addendum"**) is attached to and forms a part of the Solar Power Purchase Agreement (**"PPA"**) between {customerNameLessee} (**"Customer"**) and SunPower Capital, LLC (together with its successors and assigns, **"SunPower," "We," "Us"** or **"Our"**), concerning the solar panel system (**"System"**) described in the PPA.

The System that serves Customer's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Customer and SunPower are entering into this Addendum in order to supplement, modify and clarify certain provisions of the PPA to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the PPA. If there is a conflict between the PPA and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

SunPower and Customer agree that the PPA is amended as follows:

1. SunPower and Customer acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the PPA to "Property" or "Home" shall mean the condominium unit owned by Customer in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the PPA is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(c) of the PPA is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. The third sentence of Section 4(e) is hereby amended and restated as follows:

   "During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

5. Section 4(g) is added to the PPA as follows:

   "(g) Easement Agreement and Grant of Easement

   SunPower and Customer acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the SunPower may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without

limitation, elimination of shading to the Systems, SunPower obligations concerning performance of System maintenance work, and SunPower and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this PPA and the Easement Agreement (if any), SunPower and Customer agree that the Easement Agreement shall control concerning the Association Property.

6. Pursuant to Section 5 of the PPA, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the PPA. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the PPA.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who purchases the electricity from the System under the PPA," and (iii) any other provision of the PPA or Limited Warranty to the contrary, SunPower agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Customer or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 5 of the PPA:

"SUNPOWER SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with SunPower. SunPower shall cause Operator to effectuate this Section.

EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. PPA consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) seek reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

(8) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

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

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.

EXHIBIT L-1

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory Solar Lease or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Lease or Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either purchase or lease the System at Buyer's sole and exclusive cost. Any lease of the System will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase or lease a System, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the lease or purchase of the System, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to purchase or lease the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to lease the System, the lease will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to lease the System, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either purchase or lease the System within the timeframes set forth in this Addendum. The System purchase program and lease program are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the Lease, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

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3.1 **Battery**. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the Lease or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the Lease or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the Lease, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. **PURCHASE OF A SYSTEM**. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 **Warranty**. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet

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port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM LEASE PROGRAM**. If Buyer elects to lease a System from Solar Provider, Buyer will enter into a Solar Lease Agreement ("**Lease**") with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The Lease and any related documents are prepared by Solar Provider and Buyer should review the Lease and any related documents carefully and understand them prior to entering into the Lease or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the Lease or solar leases in general. Buyer will make monthly payments to Solar Provider under the Lease.

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Seller will not be a party to the Lease. Under the Lease Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's lease program; provided, however, that the provisions of the Lease and/or other Solar Provider lease program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 **About the Lease**. The Lease has an initial term of 25 years. The billing cycle under the Lease begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the Lease, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The Lease is for the equipment specified in the Lease and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The Lease may be subject to automatic renewal under its terms. Buyer should review the Lease and understand any automatic renewal of the Lease and any related conditions or provisions before entering into the Lease.

5.2 **Warranty and Production Guarantee**. The Lease contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the Lease, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the Lease. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering leasing the System. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who lease a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Lease or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Lease and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company..

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the Lease, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with leased solar panels. The Lease form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into a Lease, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including,

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without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer leases solar panels, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that leasing a System may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 Other Lease Issues. If Solar Provider removes the System upon the expiration of the Lease or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a Lease, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the Lease may contain specific requirements for Buyer if Buyer sells or transfers the Home during the Lease term, which may include the obligation to either transfer the Lease obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the Lease), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE LEASE. BUYER SHOULD REVIEW THE ENTIRE LEASE CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the Lease, the Lease documents or the Lease program, buyer should contact Solar Provider.**

6. OTHER INFORMATION ABOUT THE SYSTEMS.

6.1 Limited Warranty.

6.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

6.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the

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installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the Lease with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. SYSTEM PERFORMANCE.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or

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residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

9. **SOLAR ACT AND IMPROVEMENTS**.

9.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. **FURTHER INFORMATION REGARDING SOLAR**.

10.1 **Marketing Materials**. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements.

10.2 **Information from the State of California**. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider the lease payment you pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for purchasing or leasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the Lease, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to lease or purchase the System.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

Climate Zone	Estimated Annual kWh/kWstc Generation	Estimated Annual Dollar Savings at Various Utility Electric Energy Rate $0.10/kWh	$0.15/kWh	$0.20/kWh	$0.25/kWh	$0.30/kWh
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a Lease for the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a Lease with Solar Provider for the System, (ii) Buyer's failure to enter into the Lease by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a Lease or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a Lease or purchase of the System. If the System has been so designated as being subject to a Lease, then Buyer will be required to enter into the Lease or assume the Lease within the timeframes set forth in this section.

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11.1 **Acknowledgment of Lease Qualification Requirements**. If Buyer elects to enter into a Lease for the System, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the Lease. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the Lease prior to Buyer selecting the Lease option. If Buyer selects the Lease option and fails to qualify for the Lease, Buyer is advised that the failure to enter into the Lease shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to lease or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any Lease, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

_____ _____
«BuyerFirstName» «BuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

SELLER'S COMMUNITY SALES MANAGER:

_____ _____
«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

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EXHIBIT L-2

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT
(Mandatory PPA or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase or System Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**"), or purchase the System at Buyer's sole and exclusive cost. Any PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase a System or purchase the power generated by a System under the PPA, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to enter into the PPA or purchase a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the purchase of a System or the purchase of the power generated by a System under the PPA, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to enter into the PPA or purchase the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to purchase the power generated by a System under the PPA, the PPA will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, PPA terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to enter into the PPA, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either enter into a PPA to purchase the power generated by the System or purchase the System within the timeframes set forth in this Addendum. The System purchase program and PPA are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the PPA, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared

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by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to enter into a PPA or purchase a System.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the PPA or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the PPA, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. PURCHASE OF A SYSTEM. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 Warranty. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM PPA PROGRAM**. If Buyer elects to enter into an agreement with Solar Provider to purchase from Solar Provider all of the electricity generated by the System, Buyer will enter into a PPA with Solar Provider within

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the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's PPA program carefully and understand them before electing to enter into the PPA or signing any documents.**

5.1 **About the PPA**. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA.

5.2 **Warranty and Production Guarantee**. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering entering into a PPA. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

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5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into the PPA, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

6. **OTHER INFORMATION ABOUT THE SYSTEMS**.

6.1 **Limited Warranty**.

6.1.1 **Warranty and Service of a System**. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 **Seller's Limited Warranty**. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

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6.2 **Solar Provider and System Component Manufacturers' Warranties**. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

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9. SOLAR ACT AND IMPROVEMENTS.

9.1 Solar Shade Control Act. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 Shading Restrictions. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 Homeowner Replacement of System or Upgrade to System After Closing. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. FURTHER INFORMATION REGARDING SOLAR.

10.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to enter into a PPA or purchase the System, investment decisions or tax decisions, or when executing other binding agreements.

10.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA or purchasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to enter into the PPA or purchase the System.

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"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a PPA, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a PPA or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a PPA or purchase of the System. If the System has been so designated as being

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subject to a PPA, then Buyer will be required to enter into the PPA or assume the PPA within the timeframes set forth in this section.

11.1 **Acknowledgment of PPA Qualification Requirements**. If Buyer elects to enter into a PPA, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the PPA prior to Buyer selecting the PPA option. If Buyer selects the PPA option and fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to enter into a PPA or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName»	Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

By: _____ _____
Name: _____ Date
Title: _____

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EXHIBIT L-3

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory PPA ONLY)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. In connection with Buyer's entry into the Purchase Agreement and purchase of the Home, Buyer is required to enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**") at Buyer's sole and exclusive cost within the time frames set forth in this Addendum. The PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the requirement to enter into the PPA with Solar Provider; (ii) the additional expense to purchase the power generated by a System under the PPA and (iii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home. If Buyer does not want to enter into the PPA, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete the availability or accompanying terms associated with any System and/or the terms of the PPA offered by Solar Provider, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Solar Provider, or its agents or assignees, will install the System and the PPA will be offered by and entered into with Solar Provider or its affiliate. In order to provide you with information regarding the System and the PPA terms, including the costs thereunder, and how the System and/or solar energy works in relation to the grid power, the estimated solar savings, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. SYSTEM EQUIPMENT. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). Sample copies of the PPA, , and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before entering into a PPA.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as

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part of the System, and only as specified in the PPA for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA. In addition, the Guaranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty. Buyer should review carefully review the PPA, Guaranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. SYSTEM PPA PROGRAM. Buyer is obligated to enter into a PPA with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. **A sample copy of the PPA prepared by Solar Provider is available from Seller for Buyer's review and Buyer should carefully review the PPA (including any addendum thereto) and understand it before entering into the Purchase Agreement to purchase the Home or the PPA.** Any questions regarding the PPA should be directed to Solar Provider. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The System will be owned by the Solar Provider and Solar Provider may file a fixture filing and other notices after Closing in order to document Solar Provider's ownership of the System. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum.

4.1 About the PPA. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer are the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA. The PPA may also include an addendum which modifies certain rights and obligations of Buyer and Solar Provider under the PPA, and if such addendum exists, Buyer should review and understand it prior to entering into the PPA.

4.2 Warranty and Production Guarantee. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider, subject to certain limitations and exclusions, as set forth therein. Any warranty on the System is issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar

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Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty prior to entering into a PPA. Seller's Limited Warranty does not cover the System.

4.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

4.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans due to entry into the PPA. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

4.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

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5. OTHER INFORMATION ABOUT THE SYSTEMS.

5.1 Limited Warranty.

5.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Guaranty.

5.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Guaranty, (iv) the performance by Solar Provider under the Guaranty, (v) any warranty from a System Component (if applicable), (vi) the performance by any System Component Manufacturer under such manufacturer's warranty (if applicable), or (vii) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

5.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

5.3 Placement of Systems. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the

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Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

5.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider. A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

5.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

6. **SYSTEM PERFORMANCE**.

6.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

6.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

6.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or

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implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

6.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

7. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

8. **SOLAR ACT AND IMPROVEMENTS**.

8.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

8.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

8.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS**

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.

9. FURTHER INFORMATION REGARDING SOLAR.

9.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to purchase the Property and enter into the PPA, investment decisions or tax decisions, or when executing other binding agreements.

9.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home or entry into the PPA.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions

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at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

10. BUYER TO ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement.

10.1 Acknowledgment of PPA Qualification Requirements. Buyer acknowledges that entering into the PPA is a mandatory requirement of the Property purchase, and: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. If Buyer fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Enter Into Documentation Within Specified Period".

11. ACKNOWLEDGMENTS OF BUYER. By signing this Addendum, Buyer additionally acknowledges and agrees that:

11.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

11.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

11.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision to purchase the Home and enter into the PPA;

11.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

11.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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EXHIBIT I-1

PURCHASE WARRANTY FOR PV MODULES

(ATTACHED)

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[i] (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[ii] 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	1st Year Minimum Peak Power	Maximum Annual Decline in Peak Power	25th 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.

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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.

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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 WARANTY 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 deemed it irrevocably waived.

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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) 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
Telephonically: 1.800.SUNPOWER

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[i] *"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.*

[ii] *"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/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower 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.*

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EXHIBIT I-2

PURCHASE WARRANTY FOR BATTERY

(ATTACHED)

ENPHASE

Enphase Energy, Inc. Warranty
United States and Puerto Rico

The provider of this Limited Warranty is Enphase Energy, Inc., 47281 Bayside Parkway Fremont, CA 94538 United States (**"Enphase").**

1. **Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after April 3, 2023, unless a newer limited warranty is subsequently posted which applies to your Covered Product's date of activation. Always check https://enphase.com/en- us/warranty for the correct limited warranty governing your Covered Product. Subject to the terms of this Limited Warranty, Enphase warrants to the Covered Owner (defined below) that the products listed in the table below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), will be free from defects in workmanship and materials ("**Workmanship Warranty**") for the applicable limited warranty period set forth below (each, a "**Limited Warranty Period**"), provided that the Original Location is located within the following territories (the "**Territory**"):

   The United States and Puerto Rico (all other United States territories are excluded).

   This Limited Warranty is valid only (a) when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and (b) to the extent permitted by the applicable laws of the Territory mentioned above.

Products	**Limited Warranty Period**
Enphase IQ Battery 5P ("**IQ Battery Product**") with SKU: IQBATTERY-5P-1P-NA	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.
IQ System Controller 3/3G with SKUs: SC200D111C240US01 SC200G111C240US01 **System Shutdown Switch** with SKU: EP200G-NA-02-RSD	10 years from the Activation Date (excluding System Shutdown Switch, which has a Limited Warranty Period of 5 years from the Activation Date)
IQ Combiner 5/5C with SKUs: X-IQ-AM1-240-5C X-IQ-AM1-240-5	5 years from the Activation Date
IQ Load Controller with SKU: EP-NA-LK02-040	5 years from the Activation Date
Mobile Connect with SKUs: CELLMODEM-M1 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	5 years from the Activation Date
Communications Kit COMMS-KIT-02	5 years from the Activation Date

2. **Activation Date**. As used in this Limited Warranty, "**Activation Date**" means the following:
   a. For Covered Products that are IQ Battery Products (each a "**Covered IQ Battery Product**") only: The earlier of (i) the "Energize by" date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" by the authorities having jurisdiction.
   b. For all other Covered Products: The date the Covered Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" by the authorities having jurisdiction.

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3. **Additional Warranties for Covered IQ Battery Products.** During the Limited Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the "**Product Documentation**"). The Product Documentation can be found at https://enphase.com/installers/resources/documentation.

4. **Registration.** Subject to Section 5 (Registration Exclusions), this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the "**Registration**") by either (a) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section; (b) registering on-line at www.enphase.com/register-my-product; or (c) registering through the Enphase App.

   Return Registration Card to:

   Enphase Energy, Inc.
   Attn: Product Registration NA
   Customer Service
   1819 S. Cobalt Point Way
   Meridian, ID 83642
   United States of America

5. **Registration Exclusions**. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 4 ABOVE SHALL NOT APPLY.

6. **Continuous Connectivity**. The Covered Products should be continuously connected to the internet during the applicable Warranty Period, except when interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.

7. **Transferee**. For the purposes of this Limited Warranty, the "**Covered Owner**" shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a "**Transferee**") as long as (a) the Covered Product remains at the Original Location, (b) the Transferee submits to Enphase a "Change of Ownership Form," (c) the Transferee pays the applicable transfer fee ("**Transfer Fee**") set forth in the Change of Ownership Form within thirty (30) days from the date of transfer to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 4. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available at https://enphase.com/en-us/support/how-to-transfer-ownership.

8. **How to Obtain Warranty Service.**
   a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at https://enphase.com/en-us/support/return-merchandise-authorization-procedure. Unless Enphase specifically instructs the Covered Owner otherwise, the Covered Owner must return the allegedly defective Covered Product to Enphase in the original packaging or equivalent. If the allegedly defective Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new Covered Product or replacement product. We recommend that Covered Owners use a tracking service for their protection. The RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return.

   b. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original package, Enphase retains the right to either (A) refuse delivery of such return; or (B) charge a restocking fee equal to the higher of fifteen percent (15%) of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection.

   c. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Enphase upon Enphase's receipt of the Covered Product. If the returned product is covered under

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this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement product to the Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location.

Any product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for thirty (30) days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.

d. Once a returned product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned product.

9. **Remedies.**
   a. During the applicable Limited Warranty Period, if Enphase confirms the existence of a defect that is covered by the Workmanship Warranty, Enphase will, at Enphase's option, either (i) repair or replace the Covered Product free of charge, or (ii) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.

   b. During the applicable Limited Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Enphase's option, either (i) repair or replace the Covered IQ Battery Product free of charge, (ii) refund the Covered Owner the actual purchase price for the IQ Battery Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund or a credit unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B Covered Owner is willing to accept such a refund.

   c. If Enphase repairs or replaces the Covered Product, (i) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.

   d. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within four (4) weeks of Enphase's receipt of the Covered Product.

10. **Limited Warranty Limitations and Exclusions.**
   a. This Limited Warranty does not include any cost of labor or other costs related to (i) un-installing Covered Product; (ii) re-installing a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner's electrical systems.

   b. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.

   c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products:
      i. that have been misused, abused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;
      ii. that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, installed or used in an unsuitable environment, or used in a manner contrary to the Product Documentation, or applicable laws or regulations;
      iii. that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Product Documentation, including high input voltage from generators or lightning strikes;
      iv. that have been subjected to damage caused by third party components not provided by Enphase and used with the Covered Products or any damage to the Covered Products caused by service performed by anyone who is not a representative of Enphase;
      v. if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed (other than by fading through regular wear and tear);

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vi. if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; or

vii. if the Covered Product is not using the most up-to-date firmware made available by Enphase and the applicable defect could have been avoided if such firmware were being used

d. This Limited Warranty does not apply to, and the term "Covered Product" shall not include any third-party products that may be installed with the Covered Products at the Original Location.

e. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; or any defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Covered Product. In addition, the Limited Warranty does not apply to, and the term "Covered Product" shall not include any third-party products that may be installed with the Covered Products at the Original Location.

f. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

g. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. Enphase disclaims any and all liability arising out of any such use of your Covered Products. Further, Enphase reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of Enphase's provision of, or refusal to provide, support for your Covered Product in such circumstances.

11. **Assignment.** Enphase expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

12. **Disclaimer of Warranties.** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

    THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE COVERED OWNER. THIS LIMITED WARRANTY GIVES THE COVERED OWNER SPECIFIC LEGAL RIGHTS, AND THE COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. SOME JURISDISCTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO COVERED OWNER.

14. **Governing Law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

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15. Arbitration.

a. ***Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Covered Owner ("you") to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase ("us").***

b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after sixty (60) days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("**JAMS**"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. **Waiver of Class or Other Non-Individualized Relief**. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

f. **30-Day Right to Opt Out**. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within thirty (30) days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration

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Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

16. Customer Support Contact Information.

Phone number: (877) 797-4743
Email: https://support.enphase.com/s/contact-us
Web Page: https://support.enphase.com/s/

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Product Registration Form

Failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

Enphase Energy, Inc.
Attn: Product Registration NA
Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

(or, you may register on-line at https://enphase.com/en-us/product-registration-en-us)

First Name_____ Last Name _____

E-mail_____

Phone Number (Area Code) _____

Contact Address

Street Address: _____

Street Address (line 2) _____

City_____

State/Province_____ Zip Code _____

Address of installation: same as Contact Address? Yes /
No (If, "Yes", Enphase will use Contact Address as Address of Installation)

Address of Installation

Street Address: _____

Street Address (line 2) _____

City_____

State/Province_____ Zip Code _____

Installer Information

Installer Name _____

Installer Contact Info _____

E-mail_____

Phone Number (Area Code) _____

Product Information

Product SKU (e.g.: IQ7-60-2-US) _____

Number of Units Installed _____

Serial Numbers of Units installed _____

_____

Purchased from _____

Purchase Date (MM/DD/YY) _____

Installation Date (MM/DD/YY) _____

Permitted to Operate Date (MM/DD/YY) _____

☐ I agree to receive critical product information about the registered products at the email and/or contact provided above. Do you want us to send you product announcements and special offers? Yes / No

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EXHIBIT J-1

FORM OF SOLAR LEASE (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	annual	${firstMo	${es t{	{lo anDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

90% production guarantee (reimbursed biennially if we ever fall short).

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

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

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

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

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SunPower Capital, LLC | Attn: SunPower Financing | 8900 Amberglen Blvd. | Suite 325 | Austin, Texas 78729
800.786.7693

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SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System

Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production Estimate	{leaseTermProdEstimate90_SPAP} kWh

Your Key Terms

Monthly Payment After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fifteen (15) pages long and has up to six (6) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure the Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

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

The Fannie Mae B2-3-04 compliance information is attached at **Exhibit E**.

If the Home is an attached condominium, then the provisions of the portion of **Exhibit F** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

If the Property is located in the State of California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit G**.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

{initialsLabel}

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term

Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel}

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of **Exhibit B** attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786- 7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in **Exhibit B**;

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

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

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

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

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

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

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

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvii) 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, if necessary, the purchase of a SunPower cellular plan at all times during the Lease Term;

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

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

(b) System Construction:

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

(c) Repair and Our Obligations:

We agree to:

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

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

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

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(e).

(d) Insurance

We shall insure the System against all damage or loss unless (1) that damage or loss is caused by your gross negligence; or (2) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and, you must

continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine, in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(e) Home Renovations or Repairs

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

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(g) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(h) Indemnity

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

6. WARRANTY

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

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

{initialsLabel}

7. NOT USED

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

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10. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the Lease Term Start Date;

(ii) If you sell your Home at any time during the Lease Term;

(iii) At the end of the Lease Term; or

(iv) In the event of Our default pursuant to Section 15(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an

underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12(a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

13. LOSS OR DAMAGE

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

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

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 5(h) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

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

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

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

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise Our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. 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. The arbitration shall be held

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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 18 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

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

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

19. WAIVER

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

20. NOTICES

All notices under this Lease shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or

such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

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

21. PERMISSION TO CONTACT

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

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

22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

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

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

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27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

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

(b) Warranty Length

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

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

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

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each Guarantee Period (as defined below), the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr2}	{cumulativeAdjProductionYr2}	${avgratePerKwhYr2}
{prodGuaranteeYr4}	{cumulativeAdjProductionYr4}	${avgratePerKwhYr4}
{prodGuaranteeYr6}	{cumulativeAdjProductionYr6}	${avgratePerKwhYr6}
{prodGuaranteeYr8}	{cumulativeAdjProductionYr8}	${avgratePerKwhYr8}
{prodGuaranteeYr10}	{cumulativeAdjProductionYr10}	${avgratePerKwhYr10}
{prodGuaranteeYr12}	{cumulativeAdjProductionYr12}	${avgratePerKwhYr12}
{prodGuaranteeYr14}	{cumulativeAdjProductionYr14}	${avgratePerKwhYr14}
{prodGuaranteeYr16}	{cumulativeAdjProductionYr16}	${avgratePerKwhYr16}
{prodGuaranteeYr18}	{cumulativeAdjProductionYr18}	${avgratePerKwhYr18}
{prodGuaranteeYr20}	{cumulativeAdjProductionYr20}	${avgratePerKwhYr20}
{prodGuaranteeYr22}	{cumulativeAdjProductionYr22}	${avgratePerKwhYr22}
{prodGuaranteeYr24}	{cumulativeAdjProductionYr24}	${avgratePerKwhYr24}
{prodGuaranteeYr25}	{cumulativeAdjProductionYr25}	${avgratePerKwhYr25}

i. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twenty-four (24) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	Example Actual Biennial kWh	Example Guaranteed Energy Price per kWh	Example Payment to You
9,500	9,000	$0.10	$50.00

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ii. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

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

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next 24-month anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between 12 and 36 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the Lease Term. The Guarantee Period will be 12 months for the last year the Lease Term (year 25).

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

"**Production Estimate**" for a Guarantee Period is the estimated cumulative production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Biennial kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

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

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(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

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(c) Limit of Liability

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

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

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

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}e OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges} _____	(The amount you will have paid by the end of the Lease) ${totalPayments}e

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] **The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.**

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label}

{signer2NameLabel} {signer2NameField}

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EXHIBIT C (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

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

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)
Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

DS TM DS MB Contractor

EXHIBIT E (Fannie Mae B2-3-04)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the Lease.

SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

Representation; Covenant. SunPower represents and warrants that SunPower is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If SunPower removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, SunPower will not impede any sale of the Real Property.

Subordination. Without limiting SunPower's rights to the System under the Lease, Property Owner, SunPower and Lender hereby agree, to the extent that SunPower is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge.

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. SunPower confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. SunPower must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or SunPower for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT F (Attached Condominium Structure Addendum)

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

   "**(a) System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(e) of the Lease is hereby amended and restated in its entirety as follows:

   "**(e) Home Renovations or Repairs**

   If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

   "(i) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease

and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(g) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A** to the Lease.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

DS TM DS MB Contractor

EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate90_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or

(b) Upon notice to Lessor, request that Lessor remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the Lease will automatically renew and continue on a year-to-year basis.

DS DS

TM Contractor

EXHIBIT B

TAYLOR MORRISON

MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

CONTRACTOR: **State & Entity Type**	Sunpower Corporation Systems, a California corporation	**TAYLOR MORRISON:**	William Lyon Homes, Inc., a California corporation
DBA (if applicable)		**DIVISION NAME:**	Southern California Division
ADDRESS: (Also include physical address, if different than mailing address)	PO Box 59752 Los Angeles, CA 90074-9752	**ADDRESS:**	6440 Oak Canyon, Suite 200 Irvine, CA 92618
ATTN:	Matt Brost	**ATTN:**	Mike DiGiovanni
TELEPHONE:	(512) 381-7580	**TELEPHONE:**	(949) 341-1206
EMAIL:	Matt.Brost@sunpower.com	**EMAIL:**	mdigiovanni@taylormorrison.com
LICENSE #: (if applicable)	890895	**LICENSE #:** (if applicable)	982816
FED. TAX ID #:	20-8248962	**FED. TAX ID #:**	33-0253855

This Master Agreement for Vertical Construction Services ("**Agreement**") is made effective as of July 25, 2022 ("**Effective Date**"), and shall govern the relationship between Contractor and Taylor Morrison for any new home construction and associated lot improvement project as described in the Contract Documents, as defined below (a "**Project**"), which may include reference to a specific new home and associated lot improvements (collectively, a "**Home**" or "**Home Construction**") on which Contractor provides services to the Taylor Morrison Division identified above. Contractor and Taylor Morrison agree as follows:

ARTICLE 1--RELATIONSHIP OF THE PARTIES

This Agreement establishes the terms and conditions on which Taylor Morrison may, from time to time, and in Taylor Morrison's sole discretion, purchase or obtain from Contractor the labor, supervision, administration, and other activities, and the equipment, tools and materials as required by the terms of this Agreement to complete the Work (as defined below) set forth in the Contract Documents (as defined below). Once executed, the provisions of this Agreement shall apply to and become part of any bid submitted by Contractor and accepted by Taylor Morrison. The parties' obligations with respect to the Work under the Contract Documents are expressly governed by the terms and conditions contained or referred to herein and shall be considered a part of any and all Purchase Orders that may be issued by Taylor Morrison hereafter to Contractor. Any additional or different terms and conditions set forth in any invoices, acknowledgements, or similar writings produced by Contractor, including but not limited to general conditions relating to contractual risks, duties, indemnification, insurance requirements, limitations of liability, or legal responsibilities of the contractual parties, are objected to by Taylor Morrison, and will not be binding upon either party unless specifically agreed to in writing by an authorized representative of such party, which in the case of Taylor Morrison shall mean a President, Vice President, or Board appointed Authorized Agent of the applicable Taylor Morrison Division identified above, and in the case of Contractor shall mean the Supervisor (as defined below). This Agreement is non-exclusive and is not a requirements contract. Taylor Morrison reserves the right to use its own resources and employ other contractors or subcontractors, or Taylor Morrison's own forces, to perform Work or services on any Project. The purpose of this Agreement is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event Contractor performs any Work for Taylor Morrison pursuant to the Contract Documents. Wherever this Agreement confers rights and benefits to Taylor Morrison, those are equally applicable to and available to Owner (as identified in the Project-specific Community Pricing Schedule Addendum defined below), and as such, any reference to the term "**Taylor Morrison**" throughout this Agreement is not done to the exclusion of "**Owner**", but rather specifically includes Owner as provided for herein, including without limitation, indemnification provisions and additional insured status, and further that those entities are intended express third party beneficiaries to this Agreement and any Contract Documents governing the parties hereunder.

ARTICLE 2--CONTRACT DOCUMENTS, COMMUNITY PRICING SCHEDULE ADDENDUM, PURCHASE ORDERS AND ELECTRONIC COMMUNICATIONS PROTOCOL

2.1 CONTRACT DOCUMENTS. This Agreement and any amendment hereto (if applicable), together with the exhibits, addenda and other hard or electronic documents described below, shall be collectively referred to as the "**Contract Documents**," and are hereby incorporated into and made part of this Agreement:

(a) General Conditions (Exhibit A);
(b) Scope of Work Addendum (A representative form of a Scope of Work Addendum is attached as Exhibit B);
(c) Site Safety Rules (Exhibit C);
(d) Any Community Pricing Schedule Addendum or Change Orders (as defined below) issued pursuant to this Agreement (A representative form of a Community Pricing Schedule Addendum is attached as Exhibit D);
(e) Insurance Requirements (Exhibit E);
(f) Payment Terms (Exhibit F);
(g) Electronic Communication Protocol (Exhibit G);
(h) Joint Check Agreement (Exhibit H);
(i) Plans and Specifications (www.HyphenSolutions.com); and
(j) Any Purchase Orders or VPOs (as defined below) issued pursuant to this Agreement.

2.2 SCOPE OF THIS AGREEMENT. This Agreement does not authorize Contractor to commence any Work until such time as Taylor Morrison delivers to Contractor both a Community Pricing Schedule Addendum for the Work in the form of the representative Community Pricing Schedule Addendum set forth in Exhibit D (the "**Community Pricing Schedule Addendum**") and a Purchase Order (the "**Purchase Order**") which, from time to time, will be provided by Taylor Morrison to Contractor in Taylor Morrison's sole discretion for each Home Construction. In addition to the Community Pricing Schedule Addendum and Purchase Order, Contractor hereby acknowledges and agrees to be bound by the terms and conditions contained in the General Conditions attached hereto as Exhibit A and the Insurance Requirements attached hereto as Exhibit E.

2.3 SCOPE OF WORK. Contractor agrees to furnish all supervision, labor, materials, equipment, facilities, technology, and services required to complete the Work based upon the applicable Scope of Work Addendum, a representative form of which is attached hereto as Exhibit B (collectively, whether one or more, the "**Scope of Work**") (hereinafter, collectively the "**Work**") in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all supervision, labor, materials, equipment, facilities, technology and services that are:

(a) reasonably inferable from the Scope of Work specified;
(b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
(c) necessary for the successful, timely and safe completion of the Work;
(d) necessary to cut, fit or patch portions of the Work as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
(e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and Homeowner (as defined below) or Homeowner Association warranty requests approved by Taylor Morrison.

2.4 ACCEPTANCE OF COMMUNITY PRICING SCHEDULE ADDENDUM AND PURCHASE ORDER(S). If Contractor commences performance of the Work, with or without a Community Pricing Schedule Addendum and Purchase Order, it will be deemed to have accepted the terms and conditions of this Agreement. If Taylor Morrison issues a Community Pricing Schedule Addendum and Purchase Order for a Project, and Contractor undertakes Work on the Project, Contractor, by undertaking the Work, will be bound by the Community Pricing Schedule Addendum and Purchase Order just as if Contractor had signed both such documents. If Contractor commences Work on a Project without both a Community Pricing Schedule Addendum and Purchase Order having been issued by Taylor Morrison, it shall do so at its own risk and cost. Taylor Morrison may subsequently issue a Community Pricing Schedule Addendum and Purchase Order, which shall govern all Work performed before and after the Community Pricing Schedule Addendum and Purchase Order(s) are issued, unless it specifically provides otherwise.

2.5 COMMUNITY PRICING SCHEDULE ADDENDA, PURCHASE ORDERS, VARIANCE PURCHASE ORDERS AND CHANGE ORDERS.

2.5.1 A Community Pricing Schedule Addendum shall be created by Taylor Morrison, as applicable, and delivered to Contractor for its signature or deemed approval as provided in Section 2.4. All materials, quantities, prices, as well as all additional inclusions and exclusions for Contractor's Work on a Project that supplement or amend the terms of this Agreement are listed on a Pricing Schedule Addendum. The Community Pricing Schedule Addendum will also specify if Contractor will or will not be enrolled in Taylor Morrison's OCIP, as defined below, for the project. All Community Pricing Schedule Addenda are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Contract Documents shall be paid in the amounts listed on the Community Pricing Schedule Addendum, except to the extent modified by Change Order, and will not be adjusted after the Work has achieved substantial completion (as defined below).

2.5.2 Purchase Orders are created by Taylor Morrison and are available to Contractor as provided in Exhibit G. Whereas a Community Pricing Schedule Addendum establishes the price for Work to be undertaken at a Project, the Purchase Order is intended to supplement the Community Pricing Schedule Addendum by providing Contractor the notification required to commence a specific portion of the Work described in such Purchase Order. The Purchase Order may also specify color and style selections, or other pertinent information, if applicable. All Purchase Orders are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Purchase Order shall be paid in the amounts listed on the Community Pricing Schedule Addendum and Purchase Order and, except to the extent modified by Change Order will not be adjusted after the Work is complete.

2.5.3 Variance Purchase Orders ("**VPO's**") and Variance Purchase Orders (Extra Purchase Orders) ("**VAR (EPO's)**") are for construction field variances on a single lot only and are issued by Taylor Morrison, if and when applicable. Unless otherwise agreed to in writing by Taylor Morrison, no deviation in the Work is to be done by Contractor prior to the issuance of a VPO. Once Taylor Morrison creates a VPO, which will be available to Contractor as provided in Exhibit G, then construction of the Work described therein can begin. Unless otherwise agreed to in writing by Taylor Morrison, if Contractor engages in Work prior to the issuance of the applicable VPO, Taylor Morrison shall not have any liability for payment for such Work.

2.5.4 Change Orders ("**Change Orders**") are for changes to the pricing, quantities, materials and/or Work described in a particular Community Pricing Schedule Addendum and/or Purchase Order that will affect every lot and/or plan going forward subject to a specific Community Pricing Schedule Addendum. The Change Order will be issued by Taylor Morrison and not the Contractor. Unless otherwise agreed to by Taylor Morrison, no deviation in the Work described in a Purchase Order is to be done by Contractor or Contractor's subcontractors prior to the issuance of a Change Order. Once Taylor Morrison creates a Change Order, which will be delivered to Contractor for its signature, then construction of the Work under a Purchase Order described therein can begin subject to the Change Order.

2.5.5 If Contractor engages in Work without a fully executed Community Pricing Schedule Addendum and issued Purchase Order, as well as an issued VPO, if applicable, or fully executed Change Order, if applicable, Taylor Morrison shall not have any liability for payment for such Work.

2.6 ELECTRONIC COMMUNICATION PROTOCOL. To help facilitate uniform and secure transmittal of electronic communications, and to protect and preserve data exchanged via electronic communications, the parties hereby agree that their electronic communications on any Project will be governed by Exhibit G.

ARTICLE 3--CONTRACTOR'S OBLIGATIONS AND REPRESENTATIONS

3.1 REPRESENTATIONS AND WARRANTIES. Contractor hereby, and at all times during the performance of any Work, represents and warrants that:

(a) Contractor is an expert in its field and trade;
(b) Contractor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under the Contract Documents;
(c) Contractor is a duly formed and existing entity and is authorized to do business in the state where the Project is located;

(d) Contractor is properly qualified, certified and licensed by all governmental and quasi-governmental authorities with jurisdiction over any Project, and shall continue to be so certified and licensed at all times during performance of the Work (inclusive of any warranty obligations hereunder);

(e) Contractor has disclosed to Taylor Morrison, in writing, any pending claims and actions, including arbitration and litigation, in which it is a party;

(f) Contractor's execution and delivery of the Contract Documents, where required, and performance of the Work, is within its duly authorized powers and has been duly authorized;

(g) Contractor is, at all times, in compliance with all health and safety requirements and training, as required in the local jurisdiction; and will at all times during the performance of the Work maintain a competent person responsible for all safety and health requirements at the Site (as defined below);

(h) Unless otherwise set forth in the Contract Documents, Contractor shall give public authorities all notices required by law and shall obtain, maintain and pay for all necessary permits, licenses and renewals pertaining to Contractor and the Work; and

(i) Contractor shall timely provide to Taylor Morrison copies of any and all notices, permits, licenses and renewals required under the Contract Documents.

3.2 SUPERVISION. Prior to commencement of the Work, Contractor shall specify its supervisor for each Project (the "**Supervisor**") and will notify Taylor Morrison in writing as to the name and contact information for such Supervisor. Contractor shall immediately notify Taylor Morrison in writing of any temporary or permanent changes to such designee. At any time Contractor is performing the Work, and at other times as necessary, the Supervisor shall be present at the Site. Contractor represents that the Supervisor: (i) is highly qualified and has an excellent record of experience and performance on work similar to the Work; (ii) has the linguistic skills necessary to communicate with Contractor's employees, subcontractors, suppliers and others for whom Contractor is responsible, whatever their primary language may be, as well as to communicate fully with Taylor Morrison and its contractors; (iii) is fully knowledgeable regarding the Work and the requirements of the Contract Documents; and (iv) is authorized to respond to the needs and requirements of Taylor Morrison without obtaining further authorization. If Contractor fails to have adequate supervision on the Site, in addition to any other remedies available to Taylor Morrison under this Agreement, Taylor Morrison may supply its own supervision, at Contractor's sole cost, or in the alternative, cause all Contractor's employees to cease Work until adequate supervision is provided, again at Contractor's sole cost.

3.3 CORRECTION OF DEFECTIVE WORK. At any time during performance of the Work and so long as Taylor Morrison or Owner remains liable for any portion of the Work, and at the request of Taylor Morrison, Contractor shall remove and repair or replace any of its workmanship, materials and equipment that are defective or substandard and any equipment that fails to develop ratings, capacities, or characteristics required by the Contract Documents or as may be required due to the application of California law, including Civil Code § 895, et seq. (including without limitation, the failure to comply with the functionality standards or other requirements of Title 7, Civil Code §§895, et seq.) and/or any cosmetic and/or fit and finish defects (collectively, the "**Defective Work**"), at Contractor's sole expense and Taylor Morrison's convenience. Contractor shall also pay all damages, fees, fines, and expenses incurred in removing, replacing, or repairing other Work required as a result of removing, replacing or repairing any part of its Defective Work.

3.4 SAFETY.

3.4.1 Contractor acknowledges that Contractor, and not Taylor Morrison, is the "**Controlling Employer**" and therefore has the authority and responsibility for the safety of its employees, other contractors, subcontractors, sub-subcontractors, consultants and materialmen, as well as the safety of other subcontractors, sub-subcontractors, consultants and trades in relation to Contractor's Work or trade, while on the job Site. In furtherance thereof, Contractor shall provide safe and sufficient facilities at all times. Contractor shall take all safety measures related to its Work or trade as required by Taylor Morrison and all applicable laws, ordinances, rules, regulations and orders of any public authority including, without limitation, the California Occupational Safety and Health Act of 1973 and all rules and regulations promulgated by the California Department of Industrial Relations pursuant to said Act.

3.4.2 Contractor shall be responsible to Taylor Morrison for the reimbursement of any damages suffered by Taylor Morrison as a result of Controlling Employer's failure to comply with the terms of this Section 3.4, including any fines or penalties and damages due to claims against Taylor Morrison and/or Owner for injury to persons or property.

3.4.3 Contractor, by execution hereof, verifies that all personnel assigned to perform the Work have completed safety training specifically required by state/federal OSHA and will be qualified by training and/or experience to complete the assigned Work. All necessary personal protective equipment deemed appropriate for the Work assignment will be

provided by Contractor at its expense to all personnel who will be instructed by Contractor in the proper selection, care and use of such safety devices and safeguards. Material Safety Data Sheets ("**MSDS**") related to products which may be used on the Project will be provided to Taylor Morrison, and any personnel who may be required or permitted to use such products will have been made aware of the risks associated with such materials and the safety precautions necessary to protect people, property and the environment. As the "Controlling Employer" with regard to the safety of its own employees, Contractor shall have a designated "Responsible, Authorized Person for Safety" on the job Site at all times that Contractor's personnel are working on the Project, Contractor will identify and arrange for additional safety training as the need arises, will perform continuous hazard recognition for unsafe work practices and/or unsafe work conditions and will abate same, and will eliminate all unacceptable risks howsoever created. It is a condition of this Agreement that Contractor have an effective safety and health program that meets or exceeds OSHA requirements. Contractor shall comply with all requirements and standards with respect to occupational health and safety, accident prevention and safety equipment and practices, health and safety training of Contractor's employees and any subcontractor employees on Site, and any accident prevention and safety program of Taylor Morrison, including the Site Safety Rules attached hereto as Exhibit C and the General Conditions attached hereto as Exhibit A. It is Contractor's responsibility to report any safety or health hazards or potential hazards before commencing any activity that poses any hazard to any person, property or the environment.

3.4.4 Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, or any other loss, damage or expense, arising directly or indirectly out of the obligations imposed upon Contractor by this Article 3.4, or out of the operations conducted by Contractor including those due to the active or passive negligence of Taylor Morrison save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Taylor Morrison, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

3.5 HAZARDOUS SUBSTANCES. Contractor shall use only the minimum quantities of any Hazardous Substance (as defined below) required for the Work. Contractor shall ascertain the applicability of and shall fully comply with any laws, regulations or manufacturer's recommendations regarding the use, storage and disposal of any Hazardous Substance, and shall notify Taylor Morrison and other contractors on the Site sufficiently in advance, in writing, if Contractor intends to use any Hazardous Substance. Contractor shall promptly clean up and remove, by approved methods, any Hazardous Substance spilled or otherwise introduced onto the Site by or on behalf of Contractor. If Contractor encounters any Hazardous Substance on the Site, it shall immediately notify Taylor Morrison, in writing, and cease Work in the affected area until otherwise instructed by Taylor Morrison (as well as any regulatory agency, if applicable).

For purposes of this Agreement, "**Hazardous Substance**" means any materials or pollutants which pose a hazard to the Project or the Site, or to persons on or about the same, or cause the Project or the Site to be in violation of any law or local approval, or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic" or words of similar import under any applicable law or regulation, including but not limited to California Civil Code Section 2782.6(d).

3.5.1 The Safe Drinking Water and Toxic Enforcement Act of 1986 (aka Proposition 65) (the "**Act**") prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause cancer, birth defects or other reproductive harm into water or onto land where such chemical passes or probably will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor on the basis that it has less than ten (10) employees, Contractor hereby agrees to comply with all provisions of this Act relating to the discharge of Hazardous Substances on the Site.

3.6 MOLD. Contractor shall deliver the Project and all Work free from mold or conditions reasonably likely to lead to the development of mold. If mold arises out of Contractor's Work, Contractor shall bear sole responsibility and cost, after notification by Taylor Morrison, to eliminate and remediate such mold (and any resulting damages) in a manner acceptable to Taylor Morrison. However, Taylor Morrison may, in its sole discretion, eliminate and remediate such mold (with other subcontractors or otherwise) and seek any and all available remedies against Contractor, including the right to back charge or setoff. No materials supplied or installed by Contractor shall exceed acceptable moisture levels at the time of installation into the Project.

3.7 PROJECT SITE. By commencing Work, Contractor warrants that it has carefully examined the site of the Work (the "**Site**"), including but not limited to all boundary and edge conditions, proposed house construction phase locations and sequences, lumber cut yards, material storage locations, wash out pits, and security, safety, traffic and parking issues and

concerns, to make certain that it is acceptable to Contractor and the Site is ready to accept the Work, that it has been provided full and complete access to the Site and an area in reasonable proximity to the Site for storage and preparation of materials for the Work, and Contractor has investigated and will be satisfied as to the conditions to be encountered as to the character, quantity and quality of the Work to be done and to the requirements shown on the Plans (as defined below). Contractor shall not in any respect rely upon any representation made to it by any person on behalf of Taylor Morrison but shall rely solely upon its own investigations. Contractor warrants that it has thoroughly reviewed all Contract Documents, including but not necessarily limited to the Plans, Specifications, Scope of Work Addendum, Community Pricing Schedule Addendum, Purchase Order, etc. and any other pertinent information necessary to successfully complete the Work and shall be responsible to ensure that employees, supervisors, and/or other subcontractors employed by Contractor adhere to same. Contractor warrants that it has examined all material, equipment, fixture lists, etc. and compared said lists with the Plans and Specifications to confirm accuracy, and that it is familiar with the Project Site and that its bid includes all items and quantities required for completion of the Project as intended by this Agreement. Any errors or omissions in the Contract Documents shall be called to the attention of Taylor Morrison in writing prior to Contractor's submission of its bid.

3.8 AS-BUILT PLANS AND ANNOTATED SPECIFICATIONS AND OTHER DOCUMENTATION. The Plans and Specifications (as defined below) shall be made available at the electronic location(s) specified in Exhibit G and/or by the Taylor Morrison. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

(a) as-built Plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, pipes, structural members, walls, partitions and other significant features (collectively, the "**Plans**"); and
(b) Specifications, inclusive of all annotated Specifications marked in the field to show all changes, revisions and substitutions (collectively, the "**Specifications**").

All Contract Documents provided to Contractor by Taylor Morrison pursuant to this Agreement are the exclusive property of Taylor Morrison and are not to be used by Contractor or given or assigned by Contractor to others for any purposes (including, but not limited to a request by a homeowner or prospective homeowner) not specifically agreed to in writing by Taylor Morrison or as required by law. All copies of the Plans and Specifications shall be returned to Taylor Morrison, in the condition provided, upon request.

In the event of a Specification that allows Contractor or any of its subcontractors to elect one of several brands, makes or types of material or equipment, Contractor shall show which of the allowable items was furnished. The as-built Plans and Specifications shall be kept at the Site or available in electronic format in the location specified in Exhibit G, and shall be available for inspection by Taylor Morrison and any governmental authorities or utilities.

3.9 TAXES. Contractor shall pay all applicable taxes for the Work provided by Contractor. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work.

3.10 INSPECTION OF WORK. The Work, and payment for same, shall be subject to inspection and approval by Taylor Morrison, its third-party inspectors, and/or governmental authorities and utility companies. All tests required by the governing authorities shall be made in the presence of Contractor and/or Taylor Morrison. Contractor shall furnish all tools, instruments and equipment required for testing and shall make all temporary connections. Certificates of approval shall be obtained and delivered to Taylor Morrison. If the Work or any portion of it fails to pass inspection, Contractor shall bear all costs for reinspection, detection, correction (to the satisfaction of Taylor Morrison, its third-party inspectors, and/or the relevant governmental authority or utility). Contractor shall commence corrective Work within twenty-four (24) hours after the failed inspection and shall diligently pursue the corrective Work to completion. If any dispute arises as to the quality of Contractor's workmanship or the quality or type of materials furnished, Taylor Morrison's reasonable decision shall be binding on Contractor during the course of the Work. If any portion of the Work is covered prior to required inspection or contrary to the requirements of the Contract Documents or the request of Taylor Morrison, that portion shall be uncovered or removed at Contractor's sole cost and after inspection shall be recovered or replaced at Contractor's sole cost.

3.11 PERFORMANCE AND PAYMENT BONDS. To the extent required under any Community Pricing Schedule Addendum, Contractor shall furnish within ten (10) days from the date of Taylor Morrison's written request, any performance and payment bond in a form and with a surety satisfactory to Taylor Morrison. Changes in the Contract Documents or this Agreement shall not affect surety's liability on the bond(s). Taylor Morrison and any additional party specified in the Community Pricing Schedule Addendum shall be multiple obligees on such bonds.

ARTICLE 4--CONTRACT PRICE AND PAYMENT

4.1 CONTRACT PRICE. Contractor shall perform the Work for the contract price set forth in the Community Pricing Schedule Addendum and Purchase Order accepted by Contractor as provided in Section 2.4 (the "**Contract Price**").

4.2 PAYMENT. Taylor Morrison shall pay Contractor as provided in Exhibit F, as may be modified in the Purchase Order, so long as Contractor is not in default under this Agreement, upon certification by Taylor Morrison that the portion of the Work for which payment has been requested has been completed to Taylor Morrison's satisfaction.

Taylor Morrison shall pay any amounts due within the time period specified in Exhibit F after Contractor has completed its Application for Payment as specified in Exhibit F and Taylor Morrison has accepted the Work defined in the Purchase Order. In the event of a dispute between Taylor Morrison and Contractor, Taylor Morrison may withhold from the progress payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount, if there exists a good faith dispute as to the Contractor's entitlement to such payment.

Taylor Morrison shall make final payment to Contractor of the balance due to it under each Purchase Order including Retainage, if applicable, (as defined below), within the time period specified in Exhibit F after the earliest of the following: (1) the date of the issuance of a certificate of occupancy, if applicable; (2) the date of completion of the Work set forth in a valid recorded notice of completion; or (3) the date of constructive completion that includes actual completion, occupation of the Work by Taylor Morrison, the cessation of labor for sixty (60) days, or the cessation of labor for thirty (30) days and a recorded notice of cessation, or the acceptance of the Work by a public agency. Contractor shall disburse any retentions to its subcontractors within ten (10) days of receipt from Taylor Morrison.

It is Contractor's responsibility to inform Taylor Morrison's Finance Department of any past due payments owed for Work performed. If Contractor does not provide complete documentation to the Taylor Morrison Finance Department of past due amounts owed within ninety (90) days of the Work performed, Taylor Morrison shall have no obligation to make payments for those items.

4.3 BACK CHARGES. Taylor Morrison may, upon advance notice being given to Contractor, deduct from any amounts due to Contractor any sum owed by Contractor to Taylor Morrison. Taylor Morrison shall have the right, but not the obligation, to withhold out of any payments due to Contractor an amount sufficient to completely protect Taylor Morrison against any and all loss, delay, damage or expense on account of any breach by Contractor of any Law, any provision or obligation of this Agreement, the Contract Documents or any other agreement between Taylor Morrison and Contractor, including Contractor's failure to provide proof of insurance coverage, as required by Exhibit E, or any amount Taylor Morrison claims Contractor owes.

4.4 RETENTION. Taylor Morrison may, at its sole discretion, charge retention. At least thirty (30) days prior to charging any retention, Taylor Morrison will notify Contractor in writing of its intention to do so. Thereafter, from each progress payment made prior to the time Contractor has substantially completed the Work, Taylor Morrison shall retain ten percent (10%) of the amount otherwise due after deduction of any amounts provided in Section 4.3 ("**Retainage**"). In no event shall such Retainage exceed or otherwise be in conflict with any applicable statutory requirements of this Agreement. Taylor Morrison may, in its sole discretion, reduce the amount of the Retainage at any time.

ARTICLE 5--CHANGES TO THE WORK

5.1 TAYLOR MORRISON'S RIGHT TO CHANGE WORK. During the course of the Work, Taylor Morrison may make changes of any scope or nature, including additions to and deletions from, the Work. Taylor Morrison shall issue to Contractor a Change Order, VPO, or VAR(EPO) for each change. Work performed under a Change Order, VPO, or VAR(EPO) shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work as changed. Taylor Morrison is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order, VPO, or VAR(EPO) from Taylor Morrison. Any and all extra work, change orders, work under any Community Pricing Schedule Addendum and Purchase Order, or other work at the Project, shall be governed by the provisions of this Agreement.

5.2 CONTRACTOR'S COMPENSATION FOR CHANGE IN WORK. Taylor Morrison shall determine the adjustment in Contract Price associated with the Change Order or VPO. If Contractor commences Work described in the Change Order or VPO it shall be deemed to have accepted the terms, including any change in Contract Price, set forth in the Change

Order or VPO. Any request for additional compensation, which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if in the sole opinion of Taylor Morrison the Work in question is a required item under the original Contract Documents.

ARTICLE 6--PROSECUTION OF THE WORK.

6.1 COMMENCEMENT OF THE WORK. Contractor's Work shall be commenced after the full execution of the Community Pricing Schedule Addendum, issuance of the Purchase Order(s) by Taylor Morrison, and scheduling of the Work shall be determined by Taylor Morrison as provided in Exhibit G and/or by the Taylor Morrison Representative. Contractor shall prosecute the Work: (i) in a diligent, efficient and workmanlike manner when the Work, or any part of it, becomes available; or (ii) at other times that Taylor Morrison directs, without interference or inconvenience in any way objectionable to Taylor Morrison and in strict conformity with the Plans, Specifications and Laws (as defined below), and shall meet or exceed the functionality standards enumerated in California Civil Code § 895 et seq.; and (iii) so as to not interfere or delay the work of other contractors, and shall meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. It is expressly understood and agreed that time is of the essence of this Agreement and any addenda entered into hereunder with respect to Contractor's Work.

6.2 NO DAMAGES FOR DELAY. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Taylor Morrison, or anyone for whom Taylor Morrison is responsible. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Taylor Morrison, Owner or the Project will be the right to seek an extension to Contractor's time of performance; provided, however, the granting of any such time extension shall not be a condition precedent to enforcement of the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Taylor Morrison be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

6.3 FORCE MAJEURE EVENTS. Taylor Morrison shall not be liable to Contractor for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

ARTICLE 7--SUBCONTRACTORS AND LABOR

7.1 LIST OF SUBCONTRACTORS AND SUPPLIERS. Contractor shall maintain a list, and all updates thereto, of the names, addresses and phone numbers of all subcontractors and suppliers who provided or are to provide labor for and or supply materials to Contractor in connection with the Work, and shall be required provide the same to Taylor Morrison at its request. Contractor agrees to include all terms and conditions of this Agreement in all of its subcontracts and shall incorporate all Contract Documents into its subcontracts. Contractor further agrees that any subcontract shall provide that Taylor Morrison, as defined on Page 1 of the Agreement, the Owner defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc. and its affiliates of all tiers, and any additional parties set forth in the applicable Community Pricing Schedule Addendum, will be an additional insured on all required insurance policies (except worker's compensation). Contractor agrees not to underlet, sublet, assign or subcontract any of the Work covered by this Agreement without Taylor Morrison's prior written consent, which consent may be withheld in Taylor Morrison's sole discretion. No such subcontracting shall relieve Contractor from its obligations under this Agreement, including without limitation, liability for defective Work.

7.2 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS. Taylor Morrison, in its sole discretion, may request written verification directly from Contractor's subcontractors and suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this Agreement. In the event Contractor's accounts with its suppliers or subcontractors are delinquent beyond the suppliers' or subcontractors' due date, Taylor Morrison may, but is not obligated

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to, elect to withhold payment from Contractor and directly pay Contractor's subcontractors and suppliers to bring Contractor's accounts current. Any residual amount due Contractor after outstanding bills with Contractor's suppliers and subcontractors have been satisfied will then be paid to Contractor. If any demand is made on Taylor Morrison for amounts due to Contractor's suppliers or subcontractors, which is inconsistent with amounts payable by Contractor, then Taylor Morrison shall have the right to withhold payment to Contractor and retain such payment until such payment demand is reconciled to Taylor Morrison's satisfaction. Taylor Morrison may also, but is not obligated to, elect to make payment jointly to Contractor and any supplier or subcontractor of Contractor by joint check, pursuant to the specimen joint check agreement attached hereto as Exhibit H ("**Joint Check Agreement**"), which shall be executed by all parties within three (3) business days of Taylor Morrison's request therefor. Under no circumstances will Taylor Morrison be obligated to execute the Joint Check Agreement or a similar such document on Contractor's, subcontractor's or supplier's own form. Similarly, under no circumstances will Taylor Morrison be obligated to issue a joint check if the Contractor and/or Supplier fail to comply with the terms of the Joint Check Agreement.

7.3 PAYMENT OF WAGES. Contractor shall comply with all state and federal laws governing the full and prompt payment of wages, fringe or other benefit payments or contributions due its laborers, employee(s) or to a third party on any laborer's or employee's behalf including, but not limited to, compliance with the California Labor Code governing the payment of wages for the wage claimant's performance of labor included in Contractor's Work.

(a) Should Contractor subcontract with a lower tier subcontractor, Contractor shall enforce each requirement under this Section on any and all of its lower tier subcontractors who contract to perform any portion of the Work, and shall require each lower tier subcontractor to comply with and enforce these requirements in their respective subcontract agreements. Contractor shall expressly require the indemnity in favor of Indemnitees provided in Section 7.3 of this Agreement, as part of the subcontract agreement with any such lower tier subcontractor, and Contractor shall require by subcontract agreement that any lower tier subcontractor provide all information required to be submitted as set forth in Section 7.3 of this Agreement including, but not limited to, the certification(s) to be delivered by lower tier subcontractors regarding the payment of wages, all as set forth below.

(b) Contractor agrees to assume, and be liable for, any and all debt or sums owed to: (i) any person or entity that may be a wage claimant as provided in the California Labor Code, or (ii) any third party on behalf of such a wage claimant (collectively, "**Wage Claimant**"), for any debt or sum owed as a result of, arising, from or related to the performance of labor for any portion of the Work, whether such Wage Claimant was employed by Contractor or by any of its lower tier subcontractors.

(c) Prior to commencing any portion of the Work, Contractor shall provide Taylor Morrison award information that includes the Project name, name and address of each and every lower tier subcontractor whom the Contractor has under subcontract, anticipated start date, duration, and estimated journeymen and apprentice hours, and contact information for each of its lower tier subcontractors on the Project. Contractor shall require by subcontract agreement that any lower tier subcontractor provide the same information to Taylor Morrison for any of its lower tier subcontractors for the Project.

(d) For each invoice for payment submitted by Contractor, Contractor shall submit: (i) a certification from Contractor that it has paid all wages, fringe or other benefit payment or contributions due any Wage Claimant; and (ii) a certification from each of Contractor's lower tier subcontractors that it has paid all wages, fringe or other benefit payment or contributions due to any Wage Claimant; in each case, for all work covered by the invoice for payment.

(e) Contractor shall maintain accurate payroll records, which, at a minimum, shall contain the information set forth in subdivision (a) of California Labor Code section 226, and which are payroll records as contemplated by California Labor Code section 1174, of its employees who are providing labor on any portion of the Work ("**Payroll Records**"). Contractor shall also require all lower tier subcontractors to maintain accurate Payroll Records for employees who are providing labor on any portion of the Work in their respective subcontract agreements.

(f) If requested by Taylor Morrison, Contractor shall provide copies of Payroll Records that shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. The Payroll Records must contain information sufficient to apprise Taylor Morrison of the payment status of the Contractor and its lower tier subcontractors' payment status in making fringe or other benefit payments or contributions to a Wage Claimant.

(g) In the event that Contractor receives notice of a claim or has knowledge of any claim by any of its employees or any Wage Claimant relating in any way to the payment of wages for the Project, Contractor shall immediately notify Taylor Morrison of such claim and any information received to date by Contractor regarding such claim. Contractor shall thereafter have a continuing obligation to cooperate and communicate with Taylor Morrison regarding such claim, including but not limited to providing Taylor Morrison with any new information or documentation it receives related to such claim.

(h) Should Contractor or any lower tier subcontractor not provide any requested Payroll Records, any notice of claim by Contractor employee or Wage Claimant, or any other information to be provided to Taylor Morrison pursuant to this Section 7.3 in a timely manner, then Taylor Morrison may back charge or withhold from monies owing to Contractor, any amount reasonably believed necessary to protect it from any claims related to the foregoing, including any incurred attorney fees and costs, until Contractor or its lower tier subcontractor provides the requested information. Such amount shall be withheld as "disputed" under the California Labor Code until Taylor Morrison is provided with all requested information to its satisfaction. This is in addition to any other rights Taylor Morrison may have to withhold under the Agreement.

(i) To the fullest extent permitted by applicable law, Contractor shall be obligated to indemnify, defend and hold harmless the Indemnitees (as defined in Section 9.1 below), against any and all claims, damages, injury, loss, liability and expense, including but not limited to, attorneys' fees and expert fees incurred as a result thereof, arising out of, connected with or related in any way to any claim that is made against Taylor Morrison or any of the Indemnitees, whether directly or indirectly, alleged or actual, for unpaid wage, fringe or other benefit payment or contribution by a Wage Claimant for such Wage Claimant's performance of labor for any portion of the Work, which includes, but is not limited to, claims that are brought against Taylor Morrison or any of the Indemnitees pursuant to the California Labor Code for any claim, damages or loss arising out of, connected with or related in any way to Contractor's or any of its lower-tier subcontractor's actual or alleged failure to pay or be paid, including, but not limited to unpaid wages, attorneys' fees, costs and expert fees, fringe or other benefit payment or contribution, interest, penalties, liquidated damages, or otherwise as may be assessed against Taylor Morrison or any of the Indemnitees (collectively, "**Wage Claims**").

Contractor's duty to defend Taylor Morrison and the Indemnitees arises immediately upon tender of the Wage Claim to Contractor and is entirely separate from, independent of and free of Contractor's duty to indemnify Taylor Morrison and the Indemnitees elsewhere in this Agreement, and includes, without limitation, defense of Taylor Morrison and the Indemnitees to the fullest extent permitted by applicable laws regardless of whether the issue of Taylor Morrison's and the Indemnitees' liability has been determined and whether or not Taylor Morrison or any Indemnitees have paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from such Wage Claims. It is the parties' intent that Taylor Morrison and the Indemnitees shall be entitled to summary adjudication of Contractor's duty to defend Taylor Morrison and the Indemnitees during any stage of a Wage Claim. The prevailing party in any action to enforce the indemnity provisions herein shall be entitled to recover its reasonable attorneys' fees and costs. Contractor shall defend Taylor Morrison and the Indemnitees at Contractor's sole cost and expense and with legal counsel approved by Taylor Morrison, which approval shall not be unreasonably withheld.

(j) If requested by Taylor Morrison, Contractor shall furnish payment bonds in the amount of the Contract Price covering the payment of all obligations arising under this Section 7.3. Prior to commencement of the Work by Contractor, Contractor shall pay the premium on such payment bonds and provide evidence of its payment to Taylor Morrison. Contractor acknowledges that such payment bond shall not be released until the following conditions are satisfied: (i) after the one-year statute of limitations set forth under the California Labor Code expires; and (ii) any and all claims for unpaid wage, fringe or other benefit payment or contribution by any Wage Claimant for the performance of labor for any portion of the Work, including any and all claims to enforce the defense, indemnity and hold harmless provisions herein against Taylor Morrison, are fully adjudicated.

7.4 LIENS AND ENCUMBRANCES. In consideration of Taylor Morrison entering into this Agreement and to the extent permitted by Law, Contractor agrees that no liens shall be recorded/filed or maintained against a Project or Taylor Morrison by Contractor or its subcontractors or suppliers. To confirm such agreement, Contractor shall provide executed waivers of liens in proper statutory form for the state in which the Project is located or as otherwise requested by Taylor Morrison. If any of Contractor's subcontractors or suppliers files or maintains any such lien or claim, and provided Taylor Morrison is making payment to Contractor in accordance with the terms of this Agreement, Contractor shall immediately cause such lien and claim to be satisfied, removed or discharged at its own expense by release bond, payment or otherwise. Taylor

Morrison shall have the right at any time and without notice to or opportunity to cure by Contractor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed or discharged by whatever means Taylor Morrison chooses, at the entire cost and expense of Contractor, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS TAYLOR MORRISON, OWNER AND THE PROJECT FROM AND AGAINST ANY AND ALL SUCH LIENS AND CLAIMS AND ACTIONS BROUGHT OR JUDGMENTS RENDERED THEREON, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH TAYLOR MORRISON MAY SUSTAIN OR INCUR IN CONNECTION THEREWITH.

7.5 LAWS. Contractor shall ascertain the applicability of and shall comply with all applicable federal, state and local laws, statutes, rules, codes, orders, regulations and ordinances including but not limited to all immigration, labor, environmental, tax, social security, unemployment compensation, workers' compensation and safety laws, building codes, statutes, rules, codes, orders and regulations (collectively, "**Laws**"). Contractor shall ensure that all employees of Contractor, and all employees of any of its subcontractors or suppliers, are fully documented and legally permitted to work in the United States. Contractor shall assume the defense of, and indemnify, protect and save harmless Taylor Morrison, its subsidiaries, affiliates, officers and employees from all claims, liability, loss or damage, including, without limitation, any claims for attorneys' fees, costs and expenses related to or resulting from Contractor's actual or alleged violation of any immigration/labor law or regulation, as well as any claims that Contractor violated California Labor Code § 2810.

ARTICLE 8--INSURANCE

Prior to commencing the performance of the Work relating to the Project, Contractor and its approved subcontractors and suppliers shall procure and maintain during the performance of the Work and thereafter as required by Taylor Morrison at their own expense, all applicable insurance in accordance with the terms and in the amounts set forth in Exhibit E.

ARTICLE 9--DEFENSE AND INDEMNIFICATION

9.1 Contractor shall save, defend, indemnify and hold harmless Taylor Morrison, Owner and their respective affiliates of all tiers, parents, subsidiaries, agents, officers, members, directors, employees, and related parties (collectively, "**Indemnitees**") from all claims, demands, actions, liability, expense or damages for alleged or actual infringement of patents or patent rights arising from this Agreement, or claims of lien by others than Contractor, or from a breach of this Agreement by Contractor, or expense or liability incurred under unemployment compensation or workers' compensation laws or social security laws in connection with employees of Contractor or any lower tier subcontractor of Contractor, including a sum equal to benefits paid to those who were Contractor's or its lower tier subcontractor's employees when the benefit payments are charged to Indemnitee(s) under any merit plan or to its individual reserve account or otherwise pursuant to any law.

9.2 Contractor agrees to save, indemnify and hold harmless Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, whether suffered directly by Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor or indirectly through a third party, including claims related to or arising out of the application of California Civil Code §895, et seq. to Contractor's work, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, and damage to property, or any other loss, damage or expense, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor including those due to the active or passive negligence of Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Indemnitees or an OCIP-enrolled subcontractor or sub-subcontractor. In addition, Contractor, at its expense and with counsel acceptable to Taylor Morrison, agrees to defend Indemnitees and all OCIP-enrolled subcontractors and sub-subcontractors from any of the foregoing, and to the extent Indemnitees have incurred any expenses, Contractor will make good to and reimburse them for any expenditures, including attorney's fees, which they may incur by reason of such matters. Contractor further agrees that any indemnified party under any indemnity provision of this Agreement may tender its defense and indemnity and/or enforce any defense and indemnity obligations hereunder directly against Contractor notwithstanding that such indemnified party may not be a signatory hereto, it being the intent of the parties hereto that such indemnified party is an express third-party beneficiary of such defense and indemnity obligations.

9.3 Contractor's defense, indemnification and hold harmless obligations under this Article shall survive until such time as it is determined by final judgment that claims against Taylor Morrison for such matters defended and indemnified hereunder are fully and finally barred as to Taylor Morrison, including times for which any statutes of limitations are tolled

or extended by estoppel, because of repairs made to the Project or other facts, regardless of consent or participation therein by Contractor.

9.4 Notwithstanding any of the foregoing:

(a) As respects claims for construction defects (defined as a violation of the standards set forth in Civil Code §§896 and 897) only, the defense and indemnity obligations of Contractor as set forth in this Agreement or any Purchase Order shall not apply to the extent the claims arise out of, pertain to, or relate to the negligence of Taylor Morrison or Taylor Morrison's other subcontractors who are directly responsible to Taylor Morrison, or for defects in design furnished by those persons, or to the extent the claims do not arise out of, pertain to, or relate to the scope of work in this Agreement or any Purchase Order. Notwithstanding the foregoing qualification of Contractor's indemnity obligations, Contractor shall owe Taylor Morrison an immediate and complete defense obligation relating to Contractor's work upon receipt of a tender.

(b) Provided Contractor is enrolled in OCIP for a particular Project, then Contractor shall owe no defense, indemnity or hold harmless obligation or duty to another for any claim or action actually covered by the OCIP, to the extent such claim arises out of that particular Project, except as otherwise provided herein.

9.5 Contractor shall include in all agreements with subcontractors provisions substantially similar to this Article 9, wherein the subcontractor agrees to defend and to indemnify Contractor and Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors, and wherein the subcontractor agrees to be liable to such Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors for loss of or damage to their property.

ARTICLE 10--WARRANTY

10.1 WARRANTY OF CONTRACTOR'S WORK. Whether or not Contractor is a participant in OCIP, for the Warranty Period specified below and under applicable law, Contractor warrants to Taylor Morrison that:

(a) the Work shall be of first-class workmanship and free from defects;
(b) the Work shall conform with the Contract Documents; and
(c) the Work shall strictly comply with all applicable Laws and shall meet or exceed the functionality standards set forth in Title 7, Civil Code §895 et seq.

Any portions of the Work not conforming to the above standards, including any substitutions not properly authorized, shall be considered defective. Contractor warrants the Work for the greater of: (i) two (2) years from the date of transfer to a Homeowner of record title in the home and related lot improvements, (ii) such greater time period as Taylor Morrison may be bound by due to the application of California Civil Code §895, et seq. to Contractor's Work or any similar such regulation (the "**Warranty Period**"). If any portion of the Work is not found to be in accordance with the warranties set forth above at any time during the Warranty Period, Contractor, at its sole cost, shall promptly replace or repair it to Taylor Morrison's satisfaction. Contractor shall perform all necessary corrections within the shortest time possible and shall use such overtime help and time saving procedures as Taylor Morrison may require. Contractor shall bear all costs arising out of defects, including without limitation, all costs of detection, correction or delay, Taylor Morrison's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Taylor Morrison and the cost of repairing or replacing all other work adversely affected. The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction. If Contractor fails to initiate proper corrective action within not more than twenty-four (24) hours after notice from Taylor Morrison, or in the event of emergency, the problem may be corrected by Taylor Morrison, at Contractor's cost. This warranty is in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced.

10.2 HOMEOWNER WARRANTY. In addition to Section 10.1, Contractor hereby accepts and agrees to be bound by any warranty provided by Taylor Morrison to any person or entity that purchases a home and related lot improvements from Taylor Morrison ("**Homeowner**") and any warranty provided to a Homeowners Association and/or Condominium Association (collectively, a "**Homeowners Association**"). Contractor shall fully cooperate with Taylor Morrison in responding to any warranty claims by a Homeowner, a Homeowners Association or by the governing legal authority. All warranties made by Taylor Morrison to its Homeowners and any Homeowners Associations, whether under Taylor Morrison's warranty or applicable Law, are, to the extent applicable, deemed made by Contractor to Taylor Morrison. Contractor agrees to

participate, at Taylor Morrison's request, in inspections of any home conducted by Taylor Morrison pursuant to applicable Laws. In the event a Homeowner or Homeowners Association service call is scheduled by Taylor Morrison and Contractor fails to keep the appointment or repair the defect as scheduled, Taylor Morrison shall have the right to charge Contractor a reasonable administrative fee in addition to any other remedies under the Contract Documents.

10.3 PRODUCT WARRANTIES. Contractor shall provide Taylor Morrison with copies of all product warranties which relate to any materials or equipment installed by Contractor and Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's Work, in order that the Work may be maintained to meet or exceed the functionality standards enumerated in the Contract Documents and applicable governing law.

10.4 MAINTENANCE GUIDELINES AND SCHEDULES. Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's work, in order that the work may be maintained to meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. Contractor agrees to save, defend, indemnify and hold harmless Taylor Morrison from and against any liability and all claims, demands, actions, judgments, loss, costs, damages and expenses arising out of the breach of this Agreement by Contractor including claims related to or arising out of the failure of Contractor to provide the maintenance guidelines and schedules and manufacturers' warranties required herein, and shall promptly reimburse any expenditures, including attorneys' fees, associated therewith.

10.5 CONTRACTORS' STATE LICENSE BOARD. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

ARTICLE 11--TERMINATION

11.1 TERMINATION FOR CONVENIENCE. Taylor Morrison may suspend this Agreement, any Community Pricing Schedule Addendum, or any Purchase Order in its discretion and shall have the right to terminate this Agreement, any Community Pricing Schedule Addendum, and any Purchase Order without cause at any time within forty-eight (48) hours after written notice to Contractor, and in such event, does not waive and specifically reserves, any and all rights under the terms of this Agreement with respect to any Work, breach or default of Contractor under the terms hereof. In the event that Contractor has commenced work under a Community Pricing Schedule Addendum and Purchase Order pursuant to the request of Taylor Morrison, and in the event the Work is completed to Taylor Morrison's satisfaction and in strict accordance with the Contract Documents, then Taylor Morrison agrees to pay Contractor's costs as shown on invoices for materials and Contractor's labor to the date of notice of termination, plus ten percent (10%) for profit and all overhead; but in no event shall such payment exceed the Contract Price of the percentage of line item Work actually completed under any such Purchase Order relating to such completed Work and materials, all as determined by Taylor Morrison in its discretion. The foregoing payment shall be the sole and exclusive compensation to Contractor in the event of such termination for convenience, and Contractor hereby expressly waives any and all other claims including those related to lost profits, consequential damages or incidental expenses. Taylor Morrison shall not be obligated to pay Contractor said sums until Contractor has provided proof of payment for materials and labor to suppliers of same and a full release of mechanic's lien obligations delivered to Taylor Morrison, and any such sums are subject to offset if Contractor is otherwise in breach or default under the terms hereof, including any other Community Pricing Schedule Addendum it may have with Taylor Morrison. No payment for unperformed work, unfurnished materials, start up costs, demobilization costs, delay costs or lost profits will be made.

11.2 TERMINATION FOR DEFAULT. In the event:

(a) Contractor files, or is the subject of, a petition for bankruptcy;
(b) Contractor makes a general assignment for the benefit of its creditors;
(c) A receiver is appointed on account of Contractor's insolvency;
(d) A writ of execution or attachment or any similar process is issued or levied against any bank accounts of Contractor, any property or assets of Contractor being used or required for use in the performance of the Work or any substantial portion of any other property or assets of Contractor;

(e) Contractor fails to make prompt payment to employees, laborers, subcontractors or suppliers;
(f) Contractor refuses or neglects to supply a sufficient number of properly skilled workers or a sufficient quantity of material;
(g) Contractor fails to properly and diligently prosecute the Work;
(h) Contractor violates or is accused of violating any applicable law or regulation;
(i) Contractor otherwise breaches the Contract Documents; or
(j) Contractor's license is suspended or revoked;

and such failure or default, if curable, is not corrected within forty-eight (48) hours after written or oral request by Taylor Morrison, then Taylor Morrison, at its option, and in addition to all other rights and remedies it may have, may terminate Contractor's right to further perform under the Contract Documents and complete the performance of Contractor's Work. If the unpaid balance of the Contract Price exceeds the expense incurred by Taylor Morrison to finish the Work, any excess remaining, after deducting any other amounts due Taylor Morrison under Section 4.2, shall be paid to Contractor but only to the extent of Work properly performed but unpaid. If the expense exceeds the unpaid balance, Contractor shall immediately pay the difference to Taylor Morrison.

11.3 DEFAULT OF OTHER AGREEMENT. In the event that any default or breach by Contractor occurs under any other contract or agreement whatsoever between Contractor and Taylor Morrison, or any of Taylor Morrison's affiliates, such default or breach shall automatically be deemed to be a default under this Agreement unless Taylor Morrison at its sole election otherwise provides notice to Contractor. In addition to the remedies provided herein, Taylor Morrison shall have the right to setoff and deduct any damages or costs incurred by Taylor Morrison or any of Taylor Morrison's affiliates (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Taylor Morrison shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

11.4 If, after notice of termination of this Agreement as provided for in Section 11.2 above, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Taylor Morrison otherwise was not entitled to the remedy against Contractor provided for therein, then such notice of termination shall be deemed to be the notice of termination for Taylor Morrison's convenience as provided for in Section 11.1 above and, in such event, Contractor's remedies against Taylor Morrison shall be the same as and limited to those afforded Contractor under Section 11.1 above.

ARTICLE 12--DISPUTE RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute mediation or resolution proceedings. If Contractor so continues to perform, Taylor Morrison shall continue to make undisputed payments in accordance with this Agreement for Work properly performed thereafter.

12.2 LITIGATION. Any litigation arising out of or in any way related to this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) (or any amendments thereto), shall be brought in the state and local jurisdiction in which the Project is located. Notwithstanding the above, if Taylor Morrison is involved in any arbitration or other alternative dispute resolution proceeding with a Homeowner, or any other party, relating in any way to Contractor's Work, this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) governing Contractor's Work, then Contractor hereby agrees to be joined in such arbitration or alternative dispute resolution proceeding, to resolve all outstanding issues, claims and defenses between Contractor and Taylor Morrison in such arbitration or other proceeding, and to be bound by the results of such arbitration.

12.3 GOVERNING LAW. This Agreement shall be governed by and construed under the Laws of the state where the Project is located.

12.4 ATTORNEYS' FEES. In the event of a dispute concerning the terms of this Agreement or the enforcement of any term hereof, the substantially prevailing party shall recover its reasonable attorneys' and paralegals' fees, as well as all costs of litigation or arbitration, through all litigation, arbitration or other proceeding and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings. Such costs shall be deemed to be included among the damages for breach of this Agreement. For purposes of this Section, "prevailing party" shall include a party who withdraws or moves to dismiss a claim in consideration of payment received or performance owed, or other consideration in substantial satisfaction of the claim withdrawn or dismissed. If either party becomes a party to litigation, arbitration or other proceeding concerning this Agreement by reason of any act or omission of the other party, and not by reason of any

act or omission of the joined party, the party that causes the other party to be joined in the litigation, arbitration or other proceeding shall be liable to the responsible party and shall be awarded all costs and expenses incurred in such action, including, without limitation, reasonable fees for attorneys, paralegals and related legal consultants or paraprofessionals.

12.5 INTERPRETATION OF THE AGREEMENT. This Agreement shall not be construed more strongly against either party hereto regardless of who was more responsible for its preparation. If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of other terms or provisions of this Agreement shall in no way be affected thereby. If Contractor is composed of one or more individuals or entities, all of said individuals and entities shall be jointly and severally liable hereunder.

12.6 JOINDER OF SUBCONTRACTOR In addition to the requirements contained elsewhere in this Agreement as respects Contractor's obligation to participate in the application of California Civil Code §895, et seq. to Contractor's Work as required by Taylor Morrison, in the event there exists an agreement between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other that provides for arbitration, judicial reference or other alternative dispute resolution proceeding as the forum for the resolution of disputes, and a claim, dispute or other controversy exists between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other which may involve Contractor, including but not limited to the application of California Civil Code § 895, et seq., Contractor expressly agrees to be joined as an additional party in any and all such arbitration or other proceedings, or if a separate arbitration or other proceeding already exists or is separately initiated, Contractor expressly agrees to the consolidation of all such arbitration or other proceedings, it being the intent to resolve all of the rights and obligations of all interested parties at one time in one forum rather than in multiple proceedings.

ARTICLE 13--MISCELLANEOUS PROVISIONS

13.1 INDEPENDENT CONTRACTOR. Contractor shall pay all taxes and contributions required of Taylor Morrison or Contractor by the federal Social Security Act and unemployment compensation laws or any similar state laws for the employees of Contractor in the performance of its Work. Before performing any Work under this Agreement, Contractor shall become an independent contractor and employing unit subject, as an employer, to all applicable unemployment compensation laws so as to relieve Taylor Morrison of any liability for treating Contractor's employees as employees of Taylor Morrison for the purpose of keeping records, making reports and payment of unemployment compensation taxes or contributions. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work. Contractor will not be entitled to the benefits customarily provided to employees of Taylor Morrison such as workers' compensation protection, medical and life insurance or eligibility for Taylor Morrison's retirement or savings plans. Taylor Morrison shall not be obligated to pay, and shall not withhold or otherwise pay in relation to Contractor, any federal income tax, social security tax, state or local tax, workers' compensation insurance or taxes, unemployment compensation taxes or otherwise, or employees' liability insurance of any kind or to take any other action with respect to the insurance or taxes of Contractor or provide any other statutory benefit or right predicated on an employee-employer relationship. Taylor Morrison shall not exercise any discretion or control over the method and manner of the performance by Contractor of the services undertaken by Contractor pursuant to this Agreement.

13.2 COMPLIANCE WITH LAWS. Contractor shall keep and have available all records and make all payments, reports, collections, deductions and otherwise do all things to ascertain the applicability of and to comply with all Laws, ordinances and regulations as they affect the performance of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.3 ASSIGNMENT. Contractor shall not assign or subcontract this Agreement or any addenda entered into hereunder in whole or in part, or the proceeds of it, without the prior written consent of Taylor Morrison, such consent to be determined in the sole discretion of Taylor Morrison. Taylor Morrison may freely assign this Agreement or any addenda entered into hereunder.

13.4 NO THIRD-PARTY BENEFICIARY. Except for Owner or as otherwise expressly set forth herein, this Agreement, or any part of it, shall not give third parties any claim, demand or right of action against Taylor Morrison or Contractor beyond those that exist in the absence of this Agreement. Except as otherwise set forth in this Agreement, only the parties to this Agreement may enforce it.

13.5 CONFIDENTIAL INFORMATION. Proprietary business information, strategy plans and pricing, information disclosed to Contractor in connection with the Contract Documents at any time in any form (including without limitation, orally, or in Plans, Specifications, software or other materials) which Taylor Morrison considers proprietary and so indicates

to Contractor at the time of disclosure or within a reasonable time after disclosure ("**Proprietary Information**") are entrusted to Contractor only for use on behalf of Taylor Morrison. Contractor shall keep Proprietary Information in confidence and shall neither use (other than in performance of the Work) nor disclose Proprietary Information except as authorized in writing by Taylor Morrison or as required by law. Information and ideas developed by Contractor under or in the course of performing the Work shall be owned by and disclosed to Taylor Morrison and if Taylor Morrison so indicates to Contractor, such information and ideas shall be treated as Proprietary Information in accordance with this Section 13.5. If it appears to Taylor Morrison that Contractor has disclosed (or has threatened to disclose) Proprietary Information in violation of this Agreement, Taylor Morrison shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Proprietary Information, or from providing any services to any party to whom such Proprietary Information has been disclosed or may be disclosed. Taylor Morrison shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

Contractor shall not divulge information concerning the Work (including for example, cost information in applications of permits and approvals) to anyone other than the core team (consisting of Contractor, the Supervisor, Taylor Morrison and their respective authorized consultants, subcontractors and suppliers) without Taylor Morrison's prior written consent unless the information has been made public by Taylor Morrison. Taylor Morrison reserves the right to release all information as well as to time its release, form and content. These requirements shall survive termination or expiration of this Agreement and the completion of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.6 OWNERSHIP AND USE OF DOCUMENTS. The Contract Documents are and shall remain the property of Taylor Morrison. Contractor shall return or satisfactorily account for all Contract Documents upon termination or expiration of this Agreement or otherwise as requested by Taylor Morrison.

13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.8 NO WAIVER. The failure of Taylor Morrison to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of Taylor Morrison's right thereafter to enforce each and every provision of this Agreement.

13.9 NOTICE Any notices required by this Agreement shall be in writing and sent to the address shown on the first page of this Agreement. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed notice as and when required under this Section 13.9.

13.10 INTERPRETATION OF PLANS AND SPECIFICATIONS. The Plans and Specifications generally indicate the scope of the Work but are not guaranteed to be free from errors or omissions. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In the event Plans and Specifications are included in one part of the Contract Documents but omitted elsewhere, the Plans and Specifications are deemed to be included in both places, unless the context indicates otherwise. In the event of a conflict between the requirements of the Plans and the requirements of the Specifications, Contractor shall request from Taylor Morrison a written clarification and shall perform in accordance with such written clarification. Contractor agrees that in such case any and all labor and materials which are necessary to complete the Work shall be provided without any additional cost to Taylor Morrison.

13.11 RECORDS RETENTION. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of fifteen (15) years from the date of termination of this Agreement or the date the Work is completed, whichever is later, or such longer period of time as may be required by law. Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall be provided access to all such records and supporting documentation at no charge to Taylor Morrison, its agents, insurers or attorneys, at any and all times during normal business hours upon request of Taylor Morrison. Further, Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall have the right to audit, inspect and copy all of Contractor's records and documentation and Contractor

shall cooperate in any audit, inspection, or copying of the documents. Taylor Morrison's access, inspection, copying and auditing rights shall survive the termination of this Agreement.

13.12 PROMOTION. Contractor shall acquire no right under the Contract Documents to use, and shall not use, the registered and unregistered names and marks of Taylor Morrison or its parent, related, affiliated or subsidiary companies or any of their marks or logos or the name of the Project in any of Contractor's advertising, publicity, or promotion, including, but not limited to, the Internet; nor in any of Contractor's in-house publications; nor to express or imply any endorsement by Taylor Morrison of Contractor's Work or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited) without the prior written consent of Taylor Morrison. The provisions of this Section shall survive the termination of this Agreement.

13.13 ENTIRE AGREEMENT AND CONTROLLING DOCUMENTS. This Agreement is solely for the benefit of the parties, represents the entire integrated agreement between the parties with respect to Work performed under Community Pricing Schedule Addendum(s) and Purchase Order(s) issued by Taylor Morrison to Contractor after the Effective Date, and supersedes all prior negotiations, representations and agreements, either written or oral, unless specifically incorporated herein. This Agreement and each and every provision are for the exclusive benefit of Taylor Morrison and Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of a conflict between this Agreement and any of the Exhibits, any Pricing Schedule Addendum, any Purchase Order, any Scope of Work Addendum or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the Community Pricing Schedule Addendum specifically states that a provision is intended to modify the Agreement. If any inconsistency among the Contract Documents cannot be resolved under the preceding sentence, the following priority shall apply: (a) this Agreement; (b) Specifications (as to particular systems); (c) Plans (provided the Plans have priority over Specifications as to quantity), (d) the Pricing Schedule Addendum; (e) the Scope of Work Addendum; and (f) the Purchase Order. The intent of this document is to express, define and outline specific Job performance criteria and specifications. Contractor agrees that if any mention has been omitted or is in conflict between the Plans, Specifications and/or Scope of Work that any Work required to complete such shall be performed the same as though specifically mentioned and shall be done to standards that equal and/or exceed industry standards and/or to the standards and direction of Taylor Morrison once Work has commenced.

13.14 RIGHT TO SET-OFF/CROSS DEFAULT. Notwithstanding anything herein to the contrary, Taylor Morrison shall be entitled to withhold from any amount due Contractor hereunder with respect to any Work authorized by Taylor Morrison, any sums which may be owed Taylor Morrison by Contractor (including under any other Community Pricing Schedule Addendum between Taylor Morrison and Contractor). Further, at Taylor Morrison's sole election, any default by Contractor under this Agreement or with respect to any Work authorized by Taylor Morrison (including under any particular Community Pricing Schedule Addendum) shall be deemed a default by Contractor with respect to any other Work authorized by Taylor Morrison (including under any other Community Pricing Schedule Addendum).

13.15 LIMITATION OF DAMAGES. Taylor Morrison shall not be liable for any lost profits, incidental, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by Contractor that no director, officer, employee or member of Taylor Morrison shall have any personal liability under this Agreement and, as a material inducement for Taylor Morrison to enter into this Agreement, Contractor hereby expressly waives and releases any and all such personal liability. Contractor acknowledges and agrees that its only recourse for any liability or obligation of Taylor Morrison hereunder shall be against Taylor Morrison.

13.16 ELECTRONIC SIGNATURES; COUNTERPARTS. Signatures on this Agreement, as well as any document identified herein, may be by facsimile, pdf or electronic signature, unless prohibited by law or required to be in a particular form for purposes of recordation, notarization, etc. This provision shall also apply to any documents to be signed by subcontractors, sub-subcontractors, suppliers and materialmen of Contractor. This Agreement or any addenda referred to herein may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute by signing any such counterpart.

[Signatures appear on next page]

The parties have executed this Master Agreement for Vertical Construction Services as of the Effective Date.

TAYLOR MORRISON: William Lyon Homes, Inc., a California corporation

DocuSigned by:
By: Mike DiGiovanni
A3B090B855B54DD...

Printed Name: Mike DiGiovanni

Title: Vice President

Date: 7/28/2022

CONTRACTOR: Sunpower Corporation Systems,
a California corporation

DocuSigned by:
By: Matt Brost
802513C32BAB4EF...

Printed Name: Matt Brost

Title: Vice President of Sales, New Homes

Date: 7/27/2022

EXHIBIT A

GENERAL CONDITIONS

The following rules, regulations and conditions apply to all Contractors working for Taylor Morrison. For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors and suppliers and their respective employees, invitees, agents, laborers, subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Master Agreement for Vertical Construction Services (the "Agreement").

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Taylor Morrison and/or Contractor is present on any Site under current direction of Taylor Morrison and/or Taylor Morrison personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in this Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances, including the International Residential Code.

B. Nationwide Codes. Contractor shall strictly comply with all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

C. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all applicable Laws, as they may be changed and updated from time to time, applicable to the Project and Contractor's Work concerning or related to Site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1971 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the California Porter-Cologne Water Quality Control Act, the applicable State Water Resources Control Board, the Regional Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the Project, and all Work on the Project, is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the Project; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, within six (6) hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the Project. In the event of an emergency situation (e.g., flood, storm, etc.), Taylor Morrison reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Taylor Morrison if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure,

by any entity or person, on the Project Site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, sub-contractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the Project to enforce the Site Requirements, and that substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the Project, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Taylor Morrison of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and sub-contractors shall not discharge hazardous materials or chemicals on the Site, shall not engage in clean-up or repair activities on the Site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any Pricing Schedule Addendum, Scope of Work Addendum and Purchase Order, remove all supplies, materials and waste remaining on the Site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

D. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work.

E. Lines and Grades. If necessary, Taylor Morrison shall provide Contractor with base control points within fifty (50) feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its Site inspection, it shall verify the extent of such reference points to be supplied by Taylor Morrison for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Taylor Morrison. Absent written notification to Taylor Morrison, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Taylor Morrison. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the Engineer's staking was in error, and the error caused the need for corrective work.

F. Archaeological Monitoring. There may be archaeologically sensitive zones on the Site. Archaeological monitors may be present on the Site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

G. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Taylor Morrison. This policy shall include "or equal" determination.

H. Weekly Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Taylor Morrison. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed

by Taylor Morrison. Failure to attend may result in a $150 fine/per occurrence to be paid within ten (10) days of the missed meeting date.

I. Scheduling. It is Contractor's responsibility to contact Taylor Morrison about scheduling Work. All scheduling shall be by Taylor Morrison or its assigned representative. All move-ins as required and movement through the Project are included in the subcontract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Taylor Morrison in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Taylor Morrison showing the total number of workmen and a description of the Work performed (classified by skills).

J. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

K. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Taylor Morrison. All workers employed in making the installations shall be skilled in their particular trade and Contractor's Supervisor shall be in charge at all times.

L. Cooperation with work of Taylor Morrison and Others. Taylor Morrison may perform work at the Project directly or by others. In the event that Taylor Morrison elects to perform work at the Site directly or by others, Contractor and Taylor Morrison shall coordinate the activities of all forces at the Site and agree upon fair and reasonable schedules and operational procedures for Site activities. Contractor shall at all times cooperate with Taylor Morrison and all other trades on site and shall not interfere with the performance of those other trades impacted by its Work. Contractor is responsible to coordinate its Work with those trades which impact or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Taylor Morrison or any other contractor, and shall pay Taylor Morrison for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Taylor Morrison and Taylor Morrison's other trade contractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Taylor Morrison of any interference with others.

M. Operation of Vehicles. The operation of vehicles in or about the Site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the Site; (2) use only established roadways and temporary roadways as authorized by Taylor Morrison; (3) no crossing of curbs or sidewalks without prior approval by Taylor Morrison; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire Site. Contractor shall immediately reimburse Taylor Morrison for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the Site caused by Contractor.

N. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Taylor Morrison. In the event Taylor Morrison has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the Project Site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the Site. Taylor Morrison shall have the right to fine Contractor $100.00 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Taylor Morrison has the right to remove any such improperly parked vehicle without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

O. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

P. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior contractors before proceeding. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Taylor Morrison of alleged defective Work verbally and then in writing before proceeding. In the event that Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Taylor Morrison immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

Q. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the Site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not stand in or on tubs, showers, cabinets or countertops, appliances, pot shelves, etc. unless specifically allowed in that Contractor's Scope of Work for the application of other finishes.

b. Contractor's personnel shall not remove protective devices (if applicable).

c. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Taylor Morrison and shall repair or replace, as determined by Taylor Morrison, any damage to its Work that occurs before the final acceptance at no expense to Taylor Morrison, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

R. Materials. All materials, appliances and equipment shall be new and the best of their respective kind, free from all defects and of the make, brand and quality specified. All material is to be installed at the time of delivery and installed/applied in strict accordance with the manufacturer's specifications and recommendations. Contractor is responsible to supply and/or install all items strictly in accordance with the Contract Documents. Contractor is fully responsible for all material stored/staged on the Project Site prior to installation. Taylor Morrison will not pay for stolen or missing materials of any kind prior to acceptance by Taylor Morrison. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion. Contractor is responsible to provide all means necessary to access its Work area for the performance and completion of the Work. This includes, but is not limited to, all ladders, scaffolding, lifts, hoists, cranes, ramps and pumps (concrete).

S. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-Site at any time without specific permission and direction of Taylor Morrison. Taylor Morrison has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

T. Toilet Facilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will be responsible at its cost to provide portable toilet facilities to be used within the Site by Contractor. Contractor is not permitted to use the toilet facilities or bathrooms of any housing unit (completed or being constructed) within the Site. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for any violation of these restrictions. Any Individual caught urinating or defecating in any areas other than approved toilet facilities will be ejected from the site in addition to being prohibited from all other Taylor Morrison projects and the employing Contractor will be held responsible for all cleanup costs incurred.

U. Water/Utilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will supply electric power and water to within 150 feet of the Site. Contractor has satisfied itself as to the location of all such utilities. Use of closed homes, or owner-occupied residence's utilities (water, electricity, garbage facilities, etc.) is strictly prohibited and will result in Contractor covering the complete cost of the applicable monthly utility/service bill.

V. Food, Beverages, and Smoking. No food, drinks or smoking shall be allowed within any housing unit after framing has begun. Contractor shall be responsible for the cleanup of any trash generated by any eating,

drinking, and smoking within the Site. Taylor Morrison has the right to have such trash cleaned up and any expenses back charged to Contractor.

W. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep the Site neat, orderly, in safe condition and free from any trash or debris. Contractor shall clean daily and remove from the Site, or deposit in approved containers/locations on the Site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall broom clean the Work area upon completion of its portion of the Work. Taylor Morrison shall give Contractor twenty-four (24) hours' notice if Contractor shall have failed to properly clean up. Should Contractor, its employees, or sub-contractors or their employees fail to comply within twenty-four (24) hours from the time Taylor Morrison issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Taylor Morrison may give notice of default to Contractor. Failure of Contractor to cure such default within twenty-four (24) hours after such notice shall give Taylor Morrison the option to elect any and all rights or remedies set forth in this Agreement.

X. Pets. No pets (other than service animals) shall be brought to the Site by Contractor. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for violations of this pet policy.

Y. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

Z. Storage. By written notice to Contractor, Taylor Morrison may permit Contractor to store materials and tools at the Site at Contractor's own risk. Such permission is within Taylor Morrison's sole discretion. Contractor is solely responsible for its own materials and tools stored on the Site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Taylor Morrison and all other contractors, subcontractors and sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools stored on Site. Taylor Morrison will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Taylor Morrison may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials and tools and restore the area to its original condition within seventy-two (72) hours after delivery of the removal notice.

AA. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Taylor Morrison and such affiliates as Taylor Morrison may specify.

2. Job Conduct.

A. Contractor shall provide on-Site supervision at all times as provided in Section 3.2 of the Agreement. The Supervisor shall be capable of communicating with Taylor Morrison. Taylor Morrison reserves the right to remove any person or crew from the Site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Taylor Morrison, in its sole discretion.

B. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the Site at all times including, but not limited to, the wearing of proper work attire or other personal safety equipment as prescribed for each job such as equipment guards or other safety devices, boots, shirt, work pants, gloves, eye protection and hardhats. Precautions must be taken as necessary to prevent sunburn, heat exhaustion and to protect against burns from hot materials.

C. Contractor and Contractor's field workers shall resolve any field disputes with Taylor Morrison in a professional and diplomatic manner without impeding progress of the Work.

D. Contractor and Contractor's field workers shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies Laws and ordinances and homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Laws and ordinances.
2. No loud music or radios allowed on the Site.
3. No distraction of fellow workers.
4. No children allowed on the Site.
5. No marijuana, other drugs or alcoholic beverages shall be permitted on the Site. Any employee found to be under the influence of alcohol, marijuana or any other drug shall be immediately removed from the Site. Any employee found to have violated said regulation is to be immediately replaced. Any breach of this provision shall be grounds for immediate termination of this Agreement.
6. No weapons of any kind on the Site.
7. No profanity or discourteous conduct on the Site.
8. No horseplay or fighting on the Site at any time.
9. No unauthorized visitors on the Site.
10. No food, drinks or smoking inside units once framing has commenced.
11. No unauthorized vehicles or parking in any production area.
12. Never lift with your back or lift a load that is too heavy to handle.
13. No entry into an active blasting or barricaded area during active operations.
14. No oiling, lubricating or fueling of equipment while running or in motion.
15. No open fires.
16. Know what emergency procedures have been established for your Site (location of emergency phone, first aid kit, stretcher, fire extinguishers, evacuation plan, etc.).
17. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a non-respirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids.

E. Violation of the Site conduct rules is a breach of contract and grounds for immediate removal from the Site and may be cause for termination of Contractor as set forth in Section 11.2 of the Agreement.

F. Ladders shall be properly handled at all times, including but not limited to:

1. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height; portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured.
2. Step ladders shall not be used as a straight ladder.
3. Ladders must extend three feet above landing on roof for proper use.
4. Defective ladders must be properly tagged and removed from service. Keep ladder bases free of debris, hoses, wires, materials, etc.
5. All scaffolding shall be OSHA compliant and properly anchored and stabilized and harnesses shall be used.

G. Contractor acknowledges that Taylor Morrison has a zero tolerance sexual harassment policy and anti-discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the Site and to implement non-discriminatory hiring practices for the Work.

EXHIBIT B

FORM OF SCOPE OF WORK ADDENDUM

SCOPE OF WORK ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]

Trade: _____

DESCRIPTION OF WORK:

This Scope of Work Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, 20___, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____, 20___ (the "**Master Agreement**").

1. Scope/Work. Pursuant to the Master Agreement, Contractor shall perform the Scope of Work set forth on **Exhibit A** attached to this Addendum.

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Master Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Master Agreement and this Addendum, the Master Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Master Agreement. Except as supplemented by this Addendum, all provisions of the Master Agreement shall remain in full force and effect.

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]
By: _____	By: _____
Printed Name: _____	Printed Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

SPECIMEN - DO NOT SIGN

FORM OF
SCOPE OF WORK ADDENDUM

EXHIBIT A
SCOPE OF WORK

SPECIMEN - DO NOT SIGN

EXHIBIT C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program which meets and exceeds all governmental standards and requirements, and the Project's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within ten (10) days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Taylor Morrison.
2) Contractor shall provide safety training to employees of Contractor and its subcontractors as reasonably required to educate employees of Contractor and its subcontractors on requirements and provisions of Contractor's Written Safety Program.
3) Contractor shall supply, maintain and utilize equipment (including, but not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work, as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Taylor Morrison as reasonably requested by Taylor Morrison, (c) be available to respond to employee of Contractor and its subcontractors inquiries concerning Contractor's Written Safety Program, (d) discipline employees of Contractor and its subcontractors who violate the Written Safety Program (including removal of such employees of Contractor and its subcontractors from the job site), and (e) attend, with its employees and subcontractors, Taylor Morrison's safety meetings (as requested by Taylor Morrison).
5) Contractor shall abide and cause all employees of Contractor and its subcontractors to comply with the Project's Code of Safety Practices and Taylor Morrison's Health and Safety Program, as published and amended, by Taylor Morrison from time to time.
6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and caused by employees of Contractor and its subcontractors during performance of the Work, in form and substance required by Taylor Morrison's Health and Safety Program. Copies of accident and/or injury reports shall be provided to Taylor Morrison within twenty-four (24) hours of any accident or injury.
7) Contractor shall participate in Taylor Morrison's safety audits as requested by Taylor Morrison. Information requested by Taylor Morrison shall be provided by Contractor within two (2) business days of request.
8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDSs pertaining to any hazardous material used or created in the process of performing the Work and shall distribute copies of such MSDSs to Taylor Morrison and to all other contractors, subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other contractors, subcontractors and suppliers performing Work on the Site, copies of all MSDSs for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDSs and provide them to Contractor's employees, subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDSs with all other contractors, subcontractors and suppliers, and implement a training program for its employees.
9) Taylor Morrison has the right to charge a fine to Contractor for any observed safety violations by Contractor's employees and subcontractors, and any such fine(s) shall be collected by Taylor Morrison pursuant to a back-charge or through withholding from monies otherwise owing to Contractor, or may collect by any other lawful means, the fine amounts owed by Contractor pursuant to this provision, as well as any other damages (including delay damages), attorneys' fees and costs resulting from the violation(s). The fine(s) shall be assessed per observed violation(s). Subsequent violations will result in further fines. The amount of the fine(s) will be established by Taylor Morrison as set forth in its Health & Safety Program, a copy of which is available to Contractor prior to commencement of Work. Taylor Morrison may, in its discretion, also suspend or terminate Subcontractor for safety violations.

EXHIBIT D

FORM OF
COMMUNITY PRICING SCHEDULE ADDENDUM

COMMUNITY PRICING SCHEDULE ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
[Taylor Morrison Division]

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

CONTRACTOR:
[Contractor Entity Name]

OWNER: _____

This Community Pricing Schedule Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____ (the "**Master Agreement**").

COMMUNITY: _____
SYSTEM SUBCONTRACT NO: _____
PRICING SCHEDULE DATE: _____

CONTRACTOR CODE: _____

1. **OCIP:** Is Contractor an OCIP participant? Yes [__] No [__] (mark one)
   If the contractor is an OCIP participant, then Contractor must complete and return the OCIP Enrollment Form previously provided.

OCIP Trade Type	OCIP Deductible	OCIP Coverage Payment/Rate
Trade Type 1	$0.00	0.0%
Trade Type 2	$0.00	0.0%

2. **Lots.** The following Lot(s) are subject to the Addendum**:** .

3. **Pricing Term:** The pricing reflected in the attached Pricing Schedule (the "**Pricing**") will remain in effect for the term commencing _____ and ending _____ and will automatically renew in thirty-day increments unless and until the parties enter into a new Community Pricing Schedule Addendum for the Lots referenced above. All Pricing modifications are subject to approval by Taylor Morrison and will become effective only upon execution of a new Community Pricing Schedule Addendum for the Lots referenced above.

4. **Additional Documents.** The following documents are attached to and made a part of this Addendum (collectively, the "**Attached Documents**"):
   - Community Pricing Schedule
   -

The Work is to be fully completed and delivered to Taylor Morrison according to the terms and conditions of this Addendum, the Contract Documents, and the Agreement.

SPECIMEN - DO NOT SIGN

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Agreement and this Addendum, the Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Agreement. Except as supplemented by this Addendum, all provisions of the Agreement shall remain in full force and effect. This Addendum, once fully executed by Contractor and Taylor Morrison, shall become binding upon Taylor Morrison and Contractor, their respective heirs, executors, administrators, successors, and assigns.

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR:
[Contractor Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

SPECIMEN - DO NOT SIGN

EXHIBIT E

INSURANCE REQUIREMENTS
(California)

1. OCIP PROJECTS/ CONTRACTOR INCLUDED IN OCIP.

If Contractor is identified in the Community Pricing Schedule Addendum as being enrolled in the OCIP for that particular Project, the following insurance provisions shall apply:

(a) TAYLOR MORRISON'S OCIP POLICY PROGRAM: Taylor Morrison has a wrap up general liability insurance policy, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, for the Project, hereinafter called OCIP:

(1) GENERAL OCIP COVERAGE. OCIP is for the benefit of Taylor Morrison, its officers, directors, members, agents, employees, divisions, subsidiaries, shareholders, partners, affiliated companies, and owners, any lender with an interest in the Project, and all other parties that may be identified from time to time by Taylor Morrison, including those contractors of all tiers who are specifically enrolled in OCIP. Taylor Morrison, at its sole discretion, shall determine which contractors are to be enrolled in OCIP, and such determination shall be binding. Contractor or its subcontractors shall not be considered enrolled in OCIP unless and until the Program Administrator has received a completed enrollment application Form-1 and has issued a certificate of insurance showing Contractor or its subcontractors as a named insured under OCIP. Enrollment in OCIP is further conditioned on Contractor's satisfaction of its obligations to enrollment, including, but not limited to, the condition that Contractor pay to Taylor Morrison its OCIP Deductible as defined in Section 1(a)(4) below. OCIP shall apply only to work performed at the Project by an OCIP participant, and for Taylor Morrison. Contractor's operations away from the Project, including warehousing, products manufacturing, assembly or otherwise, shall only be covered if such operations are identified and are dedicated to the Project, and written request is made to the Program Administrator, and Contractor receives written approval of such coverage from the Program Administrator. OCIP shall not cover hazardous waste removal/transporters, pest control/exterminators, janitorial and clean-up crews, temporary power suppliers, vendors, suppliers, consultants, material dealers, fabricators, truckers, haulers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site, contractors with contracts that have a contract value less than an amount to be determined by Taylor Morrison, or any other contractors which Taylor Morrison elects to exclude.

(2) SPECIFIC OCIP COVERAGE. OCIP shall include Primary Commercial General Liability and General Liability Excess insurance only with a policy SIR for Taylor Morrison. OCIP does not provide Worker's Compensation, Employer's Liability, Automobile Liability, Equipment Liability, Off-Site General Liability, Professional Liability, Performance Bonds, Builder's Risk or other property insurance of any kind for the benefit of Contractor. Contractor shall be provided and shall comply with the OCIP Enrollment Manual and Contractor must provide its enrolled Contractors with a copy of the OCIP Enrollment Manual as well. Taylor Morrison shall provide Contractor an insurance certificate evidencing OCIP coverage. Taylor Morrison shall pay all premiums for the OCIP and shall receive or pay (as the case may be) all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise. Contractor hereby irrevocably assigns and shall further execute any instruments of assignment as may be necessary to permit Taylor Morrison to receive such adjustments. The furnishing of OCIP shall in no way relieve or limit any responsibility, liability or obligation of Contractor imposed by the contract documents or by law including, without limitation, any customer service, warranty, defense or indemnification obligations which Contractor owes Taylor Morrison. In consideration of and as a condition to Contractor enrolling in OCIP, Contractor shall be assessed an OCIP Coverage Payment based upon the rate established in the Community Pricing Schedule Addendum. An amount to cover Contractor's OCIP Coverage Payment shall be deducted from each payment to be made to Contractor, and Contractor authorizes Taylor Morrison to deduct the OCIP Coverage

Payment from amounts due Contractor. In the event that amounts due Contractor are insufficient to satisfy the full OCIP Coverage Payment, then Contractor shall pay such OCIP Coverage Payment to Taylor Morrison within fifteen (15) days of Taylor Morrison's demand for same. Contractor shall ensure that it and its employees, subcontractors, materialmen and suppliers provide full releases of liens notwithstanding the fact that the OCIP Coverage Payment amount is being deducted from amounts otherwise due and payable to Contractor and its employees, subcontractors, materialmen and suppliers. Taylor Morrison is entitled to and may collect from Contractor, from time to time, additional OCIP Coverage Payments resulting from: (A) any changes in the scope of or compensation for the Work; (B) inaccurate or incomplete assumptions or information in connection with the calculation of any OCIP Coverage Payment; (C) information obtained during any reviews or audits which affects the calculation of an OCIP Coverage Payment; (D) adjustments to general liability insurance rates in the marketplace; and (E) recalculations to Contractor's general liability insurance rates on the anniversary or renewal dates of same. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP COVERAGE PAYMENT TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THE AGREEMENT.

(3) OCIP PROCEDURES. Contractor shall fully cooperate with Taylor Morrison and its OCIP Program Administrator in connection with OCIP. Contractor's responsibilities shall include, without limitation:

(A) providing, all relevant, pertinent and necessary requested contract, operations, insurance and claims information within a reasonable time, but in no event later than the date Contractor executes a Community Schedule Pricing Addendum, a Purchase Order or begins work, whichever is earliest, and up through and including such date as coverage ceases to exist or no claims may be made, and representing and warranting that all such information shall be accurate and complete;

(B) notifying Taylor Morrison of all subcontracts awarded by Contractor. However, such notification does not give rise to any insurance coverage unless said subcontractor has completed a Form-1 and is specifically enrolled in OCIP; and

(C) complying with all Taylor Morrison and OCIP required safety, accident prevention and claims reporting and handling procedures.

(4) CONTRACTOR OCIP DEDUCTIBLE/SELF INSURED RETENTION. It is hereby agreed that with respect to any deductible or self insured retention payable by Taylor Morrison under the OCIP for each and every OCIP covered claim, suit or proceeding arising out of or alleged in any way to be related to or connected with the acts or omissions of Contractor at the Home Construction, and for which Contractor is potentially obligated to defend, indemnify or hold Taylor Morrison harmless, Contractor shall pay to Taylor Morrison, within thirty (30) days of Taylor Morrison's written demand, as Contractor's allocated participation for the portion of the loss actually or allegedly arising from Contractor's work, their reasonable allocated share of Taylor Morrison's defense fees and costs, on an ongoing basis during the pendency of the claim, subject to reallocation consistent with subdivision (c) of California Civil Code §2782, and including any amounts reallocated upon final resolution of the claim, either by settlement or judgement. Contractor's "OCIP Deductible" amount as set forth in the Community Pricing Schedule Addendum. Contractor's OCIP Deductible shall be equal to the greater of: (A) Contractor's Hazard Group Designation SIR as established by Taylor Morrison; or (B) the amount of SIR or deductible identified in Contractor's own general liability insurance policy in place at the time the Community Pricing Schedule Addendumis executed. Contractor acknowledges that it has separate OCIP Deductibles, depending on whether the claim is: (A) Construction Defect/ Continuous and Progressive Property Damage; (B) Bodily Injury/ Personal Injury; or (C) Discreet Event/Catastrophic Loss Property Damage. Payment of Contractor's OCIP Deductible is not an indemnity obligation of Contractor, rather it is a contractual obligation between Taylor Morrison and Contractor which is a condition precedent to enrolled Contractor's entitlement to coverage under the OCIP. The OCIP Deductible is due per occurrence

for each "claim" as determined by Taylor Morrison, as Contractor's participation for the portion of the loss covered by the OCIP. For purposes of this subsection, the "claim" includes personal injury, property damage, repair and/or replacement hard costs, plus any incidental and consequential damages, including but not limited to Taylor Morrison's investigative costs, attorneys' fees, Stearman fees, experts' fees, and supervisory and overhead expenses. If or to the extent Contractor fails to timely pay the amounts due under this subsection in response to Taylor Morrison's written demand, Taylor Morrison may, in its discretion, deny Contractor enrollment in and/or benefits/coverage under the OCIP, may backcharge Contractor, may withhold from monies otherwise owing to Contractor, or may collect by any other lawful means, the amounts owed by Contractor pursuant to this subsection, including any incurred attorney fees and costs. Contractor's obligation to Taylor Morrison for any OCIP Deductible is separate and independent from Taylor Morrison's obligation to the OCIP insurer for any deductible. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP DEDUCTIBLE TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

(5) LIMITATIONS ON COVERAGE. Taylor Morrison makes no representation or warranty to Contractor as to the adequacy or solvency of coverage for Contractor under the OCIP as to the risks and exposures faced by Contractor. Contractor acknowledges that the insurance available is a fixed amount which will be shared by multiple insureds. Taylor Morrison assumes no obligation to Contractor concerning any insurance other than that described in this Section 1(a). Contractor acknowledges that, upon its written request, a copy of the current policy form of the OCIP policy (or, if unavailable, a copy of the current insurance binder or declaration of coverage) will have been made available to Contractor before execution of the Purchase Order, and that Contractor will have conducted such investigation and evaluation of such coverage as it deems fit, with insurance and legal professionals of its own choosing, prior to execution of the Purchase Order, and will have satisfied itself as to the coverage provided and the suitability of such coverage to its individual needs. Any copies of the OCIP policy, insurance binder or declaration provided shall not be disclosed to anyone other than Contractor's insurance and legal professionals. Contractor acknowledges that the terms of coverage are set forth in the OCIP policy, and that descriptions of such coverage terms herein or in other information or statements (written or oral) provided by Taylor Morrison or its agents do not alter, amend or supersede any terms contained in the actual OCIP policy itself. Contractor further acknowledges and agrees that the OCIP policy does not apply to any work performed by Contractor for any person other than Taylor Morrison or to any work or activities of Contractor other than Contractor's work on the Home Construction. Contractor further acknowledges and agrees that neither Taylor Morrison nor the OCIP Administrator: (A) are an agent or fiduciary of Contractor with respect to procurement of insurance; (B) are agents, partners or guarantors of any insurance company providing such coverage; and (C) are responsible for any disputes between or among any such insurer and Contractor or other OCIP program participants. Contractor shall maintain any and all additional insurance as it deems fit for its own unique insurance needs so as to protect its own interests but shall do so at no cost to Taylor Morrison. Existence of coverage for Contractor under the OCIP policy shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations, except as may be set forth herein. Notwithstanding the requirements and obligations set forth in Article 9 of the Agreement, Taylor Morrison and Contractor are participants under the OCIP. Article 9 of the Agreement shall apply in the event the OCIP Policy does not in fact fully protect, indemnify and defend Taylor Morrison and the other OCIP participants. The obligations of Contractor pertaining to indemnification under Article 9 of the Agreement are excess to any such OCIP coverage and shall not take effect until and unless the insurance provided under the OCIP Policy is exhausted, inapplicable to the particular claims, within the OCIP SIR/Deductible, or otherwise unavailable. In such event, Contractor's obligations under Article 9 of the Agreement shall immediately be triggered. Contractor's obligations to defend and indemnify Taylor Morrison and other participants under the OCIP Policy shall exist whether or not there is available insurance coverage. Contractor and each of its subcontractors, consultants and suppliers shall have the risk of loss as to Contractor's work, all materials, supplies and/or fixtures until completion of each home and

acceptance by Taylor Morrison thereof on a home-by-home basis. Taylor Morrison shall not be liable for loss or damage caused by or attributable to Contractor's work or any materials, supplies or fixtures until such time. Contractor and each of its subcontractors, consultants and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workmen, including without limitation, property or materials created or provided pursuant to this Agreement, any other contract or otherwise, its or their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by Contractor or any subcontractor, consultant or supplier or employee or workmen. In the event of theft, damage or destruction of Contractor's work, Contractor will re-supply or rebuild its work without additional compensation and will look to its own resources and/or insurance coverages (if any) to pay for such re-supply or rebuilding. Contractor will promptly perform, re-supply or rebuild without additional compensation regardless of the pendency of any claim by Contractor against any other party, including Taylor Morrison, that such party is liable for damages, theft or destruction of Contractor's work.

(6) SUBCONTRACTORS. Contractor must take the necessary steps to ensure that all of its subcontractors are added as insureds under the OCIP, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, with respect to the work performed at the Home Construction pursuant to this Agreement provided that: (A) Contractor is an insured under the OCIP; (B) Contractor requires all of its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit and Article 9 of the Agreement are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors and subcontractors; (C) any subcontractors to be enrolled in the OCIP complete all of the required documentation and enrollment requirements set forth in the Enrollment Manual, the OCIP and as may be required by Taylor Morrison and/or the OCIP Administrator; (C) any subcontractors to be enrolled are required by the Contractor to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in the OCIP, the OCIP Enrollment Manual and the contract documents; and (D) any subcontractors to be enrolled submit an accurate estimate of their costs savings as a result of being added to the OCIP along with a completed enrollment application Form-1, and Contractor reflects such savings as part of Contractor's Insurance Credit.

(7) DEFENSE OF SUIT AGAINST MULTIPLE INSUREDS. In the event of a claim, suit or other proceeding brought against more than one insured under OCIP, Contractor agrees, and shall require in writing that each of its subcontractors agree, that, absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Taylor Morrison may, at its sole discretion, select the same defense counsel and/or experts to defend all such OCIP insureds, regardless of whether the defense under the OCIP is being provided under a reservation of rights issued by the OCIP insurer. To the fullest extent permitted by law, Contractor waives, and shall require in writing that each of its subcontractors waive, any right they may have to select counsel, including independent counsel, to defend them from such claim, suit or proceeding. These waivers are deemed to be continuing. Nothing in this subsection is intended to preclude Contractor from hiring its own defense counsel at its own expense. The foregoing shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations. In the defense of an OCIP covered claim, Contractor acknowledges that information shared by and with appointed counsel will be protected from disclosure and shall remain privileged even after termination of the OCIP, termination or completion of this Agreement, and/or resolution of the claim.

(8) WAIVER OF RECOVERY/SUBROGATION. Contractor hereby waives all rights of recovery whether by subrogation or otherwise, including but not limited to recovery because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against Taylor Morrison, the OCIP Administrator, and their respective officers, directors, agents and employees, and any other contractors or subcontractors which are insured under the

OCIP at the time the loss occurs, or other individual or entity performing work or rendering services on behalf of Taylor Morrison in connection with the planning, development and construction of the Project, other than contractors or subcontractors which are not insured under the OCIP at the time the loss occurs. Contractor shall also require that all contracts and insurance policies obtained by Contractor or its subcontractors relating to any work pursuant to the contract documents shall include clauses providing that each subcontractor and insurer waives any rights of recovery by subrogation or otherwise, against Contractor and the parties referenced above in this subsection. This waiver by Contractor shall apply whether or not Contractor or its subcontractors are an insured under the OCIP at the time such loss occurs. Taylor Morrison hereby waives any and all rights of recovery against Contractor (or anyone acting on behalf of Contractor) for any loss insured under and paid by Taylor Morrison's applicable "builders risk"/"course of construction" insurance, so long as such loss occurs after the date that this Agreement is executed. This waiver by Taylor Morrison relating to Project property insurance, however, does not apply to any party (including Contractor) to the extent such party is not an insured under Taylor Morrison's operative OCIP at the time such loss occurs. A waiver of subrogation shall be effective as to any person even if such person: (A) would otherwise have a duty of indemnification, contractual or otherwise; (B) did not pay the insurance premium directly or indirectly, and/or (C) whether or not such person has an insurable interest in the property damaged.

(9) CHANGES IN COVERAGE. Taylor Morrison reserves the right, in its sole and absolute discretion, to modify or discontinue the OCIP or any aspect thereof (including Contractor's participation therein), to furnish other insurance coverage in place thereof (but without any obligation to do so), or to discontinue offering any insurance coverage to Contractor. In the event of any of the foregoing changes by Taylor Morrison, or in the event of cancellation, insolvency, dissolution or bankruptcy of the OCIP policy by the insurer of said policy, within thirty (30) days notice by Taylor Morrison of such event, Contractor shall obtain Comprehensive General Liability coverage, including specifically such additional insured coverage, as required in Section 2 of this Exhibit.

(b) GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS INCLUDED IN OCIP. All Insurance described under this subsection (b) to be carried by Contractor shall be maintained by Contractor at its sole expense with insurance carriers acceptable to Taylor Morrison, licensed and approved to do business in California, and having a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating. In no event shall such insurance be terminated or otherwise be allowed to lapse prior to termination of this Agreement plus such longer period as may be necessary to cover Contractor's work (including but not limited to any warranty work performed by Contractor following initial completion of its work as well as during any warranty period). Should Contractor fail in whole or in part to comply with any of the requirements set forth in this subsection (b), such failure shall be deemed a material breach to this Agreement thereby entitling Taylor Morrison to all available remedies. Contractor may provide the insurance described in this subsection (b) in whole or in part through a policy or policies covering other liabilities and projects of Contractor; provided, however, that any such policy or policies shall: (1) allocate to Taylor Morrison's Project the full amount of insurance required hereunder, and (2) contain, permit or otherwise unconditionally authorize the waiver of subrogation required herein. Contractor shall not commence any work until it complies with all insurance requirements under this subsection (b) as follows:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Contractor shall obtain and maintain worker's compensation and employer's liability insurance in compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY. Contractor shall obtain and maintain commercial automobile liability insurance in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:

(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and

DS MB Contractor DS MD TM

(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY FOR OFF SITE OPERATIONS. Contractor shall obtain and maintain for a ten (10) year period following initial completion of its work at the Project, commercial general liability insurance for its offsite operations in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability on a per project basis, except as noted below, including:

(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential Work provided under contract.
(J) No exclusions as applicable for Work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for its offsite operations for a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(4) ADDITIONAL INSURED. Taylor Morrison, as defined on Page 1 of the Agreement, and Owner, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc., and its affiliates of all tiers are to be named as "additional insured" on Contractor's Commercial Automobile Liability policy and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. Upon specific request by Taylor Morrison, Contractor's policy for Off Site Commercial General Liability shall name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured." The additional insured endorsements under Contractor's Off Site Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, TAYLOR MORRISON COMMUNITIES, INC., and its affiliates of all tiers which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(5) EVIDENCE OF INSURANCE. As evidence of specified insurance coverage, Contractor shall deliver and Taylor Morrison shall accept certificates issued by Contractor's insurance carrier(s) applicable to Taylor Morrison and produce for review such policies in force for the specified period. Such evidence shall be delivered to Taylor Morrison's corporate office located at 4695 MacArthur Court, 8th Floor, Newport Beach, CA 92660, promptly upon execution of the Purchase Order and in any event prior to commencement of work, whichever occurs first. Each policy and certificate shall be subject to review by Taylor Morrison and shall provide that such policy shall not be subject to

material alteration to the detriment of Taylor Morrison or Contractor or cancellation without prior written notice to Taylor Morrison in accordance with the policy provisions. In no event shall Taylor Morrison's review of Contractor's certificates and insurance policies serve as any waiver and/or estoppel, in law or in equity, by Taylor Morrison as to any breach by Contractor of the specific insurance requirements set forth herein. In the cancellation section of the Certificate of Insurance, Contractor shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives." Should any policy expire or be cancelled before the time periods prescribed herein, and Contractor fails to immediately procure other insurance as specified, Taylor Morrison reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor from Taylor Morrison, under any Purchase Order. Taylor Morrison reserves the right to withhold payment should Contractor fail to comply with all the insurance provisions described in this subsection (b). Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance. Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements.

(6) DAMAGES. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Contractor should maintain or the extent of Contractor's responsibility or liability for payment of damages resulting from its operations under this Agreement. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability under this Agreement as a matter of law.

(7) DEDUCTIBLE/SIR. Any deductibles or self-insured retentions under any policy required by this subsection (b) in excess of $10,000 must be approved in writing by Taylor Morrison.

(8) WAIVER OF SUBROGATION. A waiver of subrogation is required in favor of Taylor Morrison, and all contractors, subcontractors and sub-subcontractors included in OCIP on all of Contractor's insurance policies required under this subsection (b). Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and all contractors, subcontractors and sub-subcontractors to the extent of coverage under OCIP.

(9) SUBCONTRACTORS. Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 above, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors, subcontractors and sub-subcontractors.

2. OCIP PROJECTS / CONTRACTOR NOT INCLUDED IN OCIP.

If Contractor is NOT identified in the Community Pricing Schedule Addendum as included and/or is not actually included in OCIP for a particular Project, the following insurance provisions shall apply, and prior to commencement of any work, Contractor shall fully comply with the following:

(a) Contractor agrees, in consideration of the awarding to it of the Purchase Order, to secure and maintain, at its own expense, the following insurance coverages in form and companies acceptable to Taylor Morrison:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. In compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:
(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and
(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY in the amount of $2,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability, in any combination or primary and excess insurance, on a per project basis, except as noted below, including:
(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential work provided under contract.
(J) No exclusions as applicable for work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(c) Certificates of Insurance and supporting additional insured endorsements in conformance with this Section 2 shall be furnished to Taylor Morrison before any work is performed or materials delivered. These certificates shall provide for prior written notice to Taylor Morrison in accordance with the policy provisions regarding cancellation or material change and shall give evidence of compliance with all requirements stated above.

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of $10,000 must be approved in writing by Taylor Morrison.

(e) In consideration of the payment received within the scope of this Agreement, Contractor agrees to maintain Products and Completed Operations insurance covering its work for a ten (10) year period following completion of its work.

Limits of Liability for such coverage are to be at least $2,000,000 combined single limit for Bodily Injury and Property Damage. Contractor agrees to provide certificates of insurance and endorsements for a ten (10) year period following completion of its Work.

(f) The requirements for the foregoing insurance shall not derogate from the provisions for indemnification under the "indemnity" Article of this Agreement.

(g) Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements. If Contractor fails to secure and maintain the required insurance, Taylor Morrison shall have the right (without any obligation to do so) to secure the same in the name and for the account of Contractor in which event Contractor shall pay the cost thereof or draws withheld, if any, may be applied thereto. Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance.

(h) A waiver of subrogation is required in favor of Taylor Morrison and all Contractors and subcontractors, including, specifically, those included in OCIP on all of Contractor's insurance policies. Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and those Contractors to the extent of coverage under OCIP.

(i) Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit E and Article 9 of the Agreement, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison and all OCIP-enrolled Contractors and subcontractors.

(j) Contractor's policies of insurance required under this Section 2 must have a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating.

EXHIBIT F

PAYMENT TERMS

1. **Payments to Contractor.** Taylor Morrison shall pay Contractor in current funds for performance of the Work, as set forth in each Community Pricing Schedule Addendum and Purchase Order hereunder (the "**Contract Price**"), as provided in Section 4.2 of the Agreement and as set forth below. The method, timing, conditions, and other provisions pertaining to payments to Contractor on account of the Contract Price shall be in accordance with the payment provisions set forth below or as otherwise set forth in the Community Pricing Schedule Addendum and Purchase Order and in the Change Order, VPO, and VAR(EPO), if applicable.

A. Payment otherwise due Contractor upon completion of each stage, phase or operation, shall be made only after inspection and acceptance of the Work by Taylor Morrison's duly authorized representative.

B. As a condition to any and all progress payments, Contractor shall subscribe to BuildPro/SupplyPro (www.HyphenSolutions.com) to maintain Purchase Orders and Contractor shall provide a current W-9 form, which shall be filled out and on file at all times. Contractor shall submit to Taylor Morrison a request for payment on Taylor Morrison's BuildPro/SupplyPro website, setting forth the amount requested by Contractor on account of the Contract Price, and completing on-line the description of the portion of the Work which has been completed by Contractor and for which Contractor has not previously been paid, in a form reasonably satisfactory to Taylor Morrison (each an "**Application for Payment**"). In addition, as an express condition precedent to the delivery of any progress payment, Contractor shall deliver to Taylor Morrison the following upon request: (a) an affidavit of bills paid in form acceptable to Taylor Morrison, evidencing that the labor and material amounts incurred by Contractor in connection with the Work to date have been paid and lien waivers from all of Contractor's subcontractors for the Work for which the progress payment is sought, which lien waivers should be faxed or delivered to Taylor Morrison, (b) if requested by Taylor Morrison, a certification from Contractor that the Work completed to date has been properly completed in accordance with the terms of the Contract Documents; and (c) such other information or documentation as Taylor Morrison may reasonably require. Taylor Morrison shall be entitled to withhold ten percent (10%) of each Application for Payment as provided in the Agreement (the "**Retainage**").

C. No payment shall be due to Contractor for any Work which has been identified as being defective or otherwise not performed in accordance with the terms of the Contract Documents.

D. Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Community Pricing Schedule Addendum or Purchase Order without providing Taylor Morrison a minimum thirty (30) days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Taylor Morrison, shall not be effective until the thirty (30) day time period has expired and any such increases shall be applicable only to new Purchase Orders issued started after such increases become effective.

E. Any VPO or Change Order must be billed within thirty (30) days of completing the Work subject to such Change Order or VPO or it will be voided in Taylor Morrison's system.

F. Prior to Taylor Morrison's final payment to Contractor for the Work, Contractor shall furnish to Taylor Morrison upon request (i) a full and final affidavit that all bills for labor and materials have been paid and final release of lien from Contractor and each of its subcontractors and suppliers who furnished labor and/or materials for the Work, (ii) the originals of all written warranties and/or guaranties by manufacturers of materials, appliances and equipment, and (iii) any as-built drawing as required by the governing agency and/or Taylor Morrison. Contractor shall execute any requested written documents to transfer such warranties and/or guaranties to Taylor Morrison or the Homebuyer of a home as may be requested by Taylor Morrison. Upon receipt of punch list items, Contractor shall immediately proceed to correct all items within the time frames established by Taylor Morrison for the Work. All Work completed, invoiced and approved by Taylor Morrison by the twenty-fifth (25th) day of each month shall be paid by the fifteenth (15th) day of the following month. Acceptance of final payment by Contractor shall be a waiver and release of all claims against Taylor Morrison arising out of or in connection with the Contract Documents except those specifically set forth in writing at the time of final payment.

G. In no event shall Contractor be entitled to any payment for any Work not performed or any materials or equipment not furnished. Notwithstanding anything contained in the Agreement to the contrary, Taylor Morrison may

withhold from any payments due Contractor such amounts as Taylor Morrison, in its sole discretion, deems necessary to ensure Contractor's performance of its warranty obligations under the Agreement or to protect itself and save itself harmless against (i) unremedied defective Work, (ii) uncompleted punch list items, (iii) claims filed (or likely to be filed), (iv) Contractor's failure to make payment in full for material or labor, (v) Contractor's inability to complete the Work for the remaining balance of the Contract Price, or (vi) any other liability or damage, including costs and attorneys' fees, arising from or relating to the Agreement or Contractor's performance (or non-performance) of the Work. Taylor Morrison shall also have the right to retain any and all sums otherwise due Contractor hereunder until all punch list items are completed to the satisfaction of Taylor Morrison.

2. **Claim of Lien**. Contractor shall keep accurate records of payment for all materials and labor and, upon request by Taylor Morrison, shall furnish proof of same. If any claim of lien is filed against any portion of the Project Site because of any claim arising by, through or under Contractor, Contractor will, immediately upon demand by Taylor Morrison, at Contractor's sole cost, furnish and if required by applicable law, record in the public records, a bond that complies with the requirements of applicable law and Contractor shall pay all fees and costs in connection therewith. The furnishing of such bond shall be a condition precedent to any further payment becoming due to Contractor. Under no circumstances will Taylor Morrison be obligated to make payment to Contractor until full lien waivers and/or releases have been received from Contractor, if so requested, and from all persons or entities claiming by, through or under Contractor in a form acceptable to Taylor Morrison or on a form prescribed by applicable law. Taylor Morrison may use any monies otherwise due to Contractor to furnish any bond required hereunder or to satisfy lien claims or outstanding indebtedness of Contractor to its subcontractors or suppliers.

EXHIBIT G

ELECTRONIC COMMUNICATION PROTOCOL

1. Taylor Morrison requires Contractor to subscribe to BuildPro/SupplyPro (**www.HyphenSolutions.com**) to maintain Purchase Orders and payments.

2. All Plans, Specifications and Scopes of Work are on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) and remain in storage once any updates are applied. All Authorization Addenda and Purchase Orders reference the Plans at this website for Taylor Morrison's Projects.

3. Contractor shall submit its bid on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) prior to the issuance of any Community Pricing Schedule Addendum and Purchase Order by Taylor Morrison.

4. Scheduling of a Project shall be determined by Taylor Morrison and shall be available to Contractor either in the Purchase Order, on the Supply Pro Website, or as communicated by the Taylor Morrison Representative.

EXHIBIT H

FORM OF

JOINT CHECK AGREEMENT

This Joint Check Agreement (this **"Agreement"**) is dated as of _____ day of _____, _____ by and among Taylor Morrison Entity Name ("Taylor Morrison"), Supplier and Entity Name ("Contractor"), and _____, a(n) _____ (**"Subcontractor"**).

RECITALS:

A. Taylor Morrison has entered into a Master Agreement for Construction Services (the **"Contract"**) with Contractor for Contractor to provide labor and/or materials for a project as identified therein (a "**Project**").

B. Contractor has entered into one or more agreements, (collectively, the **"Subcontract"**) with Subcontractor to provide labor or materials to Contractor for Contractor's performance of its Work as defined under its Contract with Taylor Morrison. Subcontractor and Contractor have given Taylor Morrison assurances necessary that the account for previous transactions on the Project are current and/or paid in full and will be paid in full within agreed terms between Subcontractor and Contractor. No payments to Subcontractor shall be applied against any invoices or accounts except the specific invoices for materials as paid and referenced on the Taylor Morrison prepared joint check.

C. Subcontractor has requested that Taylor Morrison issue joint payee checks, payable to both Contractor and Subcontractor, for amounts due by Taylor Morrison to Contractor pursuant to the terms of the Contract to assure Subcontractor that amounts due under the Subcontract will be paid, and Taylor Morrison and Contractor have agreed to such request upon the terms set forth below. This Agreement shall supersede and control as to any existing joint check agreements among parties:

AGREEMENT:

Now, therefore, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Limited Purpose of Agreement**. The parties acknowledge that Taylor Morrison's Contract is solely with Contractor. Taylor Morrison is entering into this joint check arrangement as an accommodation to Contractor, however, Contractor and Subcontractor should not consider Taylor Morrison's willingness to do so as an indication that Taylor Morrison is making any payment assurances to Subcontractor or otherwise entering into any direct or indirect contractual relationship, either express or implied, or any third-party beneficiary relationship, with Subcontractor or Subcontractor's company. Taylor Morrison's willingness to make any payments hereunder is furthermore limited by the terms of its Contract with Contractor. Any obligation for payment to Subcontractor rests with Contractor, and not Taylor Morrison.

2. **Issuance of Joint Checks**. Subject to the terms herein, Contractor directs and Taylor Morrison agrees to make all applicable payments referenced above in the Recitals from and after the Effective Date (as defined below) in the form of joint payee checks, payable to both Contractor and Subcontractor. Contractor and Subcontractor acknowledge and agree that all obligations of Taylor Morrison to Contractor and Subcontractor with respect to any amounts due for which a joint payee check is issued shall be satisfied by such joint payment.

3. **Release of Claims**. Effective upon receipt of a joint payee check, Contractor and Subcontractor expressly waive and release any and all liens, either statutory or constitutional, against Taylor Morrison, its successors and assigns, including but not limited to the real property on which the labor and/or materials were furnished and paid by the joint payee check. Regardless of how Contractor and/or Subcontractor allocate any payment made in the form of a joint payee check, the release under this Section 3 shall be effective as to the complete amount of such payment. Furthermore, such payment shall be applied by Subcontractor only to labor, materials and/or equipment furnished by Subcontractor to Contractor for services provided with respect to the Project. Subcontractor expressly further agrees to waive any lien rights it may have or may acquire in the future which would predate this Agreement.

4. **Payments Controlled by Contract**. This Agreement shall in no event create an obligation upon Taylor Morrison to make payments in excess of the amounts due Contractor under the Contract. Subcontractor acknowledges that the payment terms in the Contract determine the entitlement of Contractor to payment and Taylor Morrison shall in no event

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have an obligation to issue a joint check if no payment is due Contractor. This Agreement shall not create an owner-contractor relationship between Taylor Morrison and Subcontractor, nor shall it constitute a debt incurred by Taylor Morrison to an original contractor under the provisions of applicable law. The relationship between Taylor Morrison and Subcontractor shall continue to be that of owner-subcontractor and shall not be that of owner-original contractor. Nothing contained herein shall be construed to make Subcontractor a party to the Contract. Taylor Morrison is not obligated to give any notices under or related to the Contract to Subcontractor. This Agreement shall in no way create liability on Taylor Morrison's part for sums owed t Subcontractor by Contractor. To the extent this Agreement conflicts with the Contract or the Subcontract, this Agreement shall control.

5. **Termination of Agreement**. This Agreement may be terminated by Taylor Morrison at any time by providing written notice of such termination to Contractor and Subcontractor. However, all work performed and materials or goods installed by Contractor related to the Project prior to the date of the termination notice shall be paid by joint checks as provided herein. In the event of the death, dissolution, liquidation, insolvency, business failure or filing of bankruptcy petition by Contractor, Taylor Morrison reserves the right to withhold unpaid balances for material that have been shipped but not installed.

6. **Resolution of Disputes**. In the event of a dispute or disagreement between Subcontractor and Contractor, Taylor Morrison may interplead such disputed amounts into a court of competent jurisdiction and make payment directly to a court of competent jurisdiction in which event Taylor Morrison shall have no liability for amounts due related to such payment.

7. **ACH Authorization**. Contractor acknowledges and agrees that this Agreement shall supersede and control as to any amounts payable to Contractor pursuant to Taylor Morrison's ACH system for direct deposit payments to Contractor.

8. **No Waiver**. This Agreement shall not be construed as a waiver of any of Taylor Morrison's rights or remedies against Contractor or others.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the state in which the Project is located.

Executed as of the _____ day of _____, _____ ("**Effective Date**").

TAYLOR MORRISON:

By:_____

Name:_____

Title:_____

CONTRACTOR:

By:_____

Name:_____

Title:_____

SUBCONTRACTOR:

_____,
a(n) _____

By:_____

Name:_____

Title:_____

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TAYLOR MORRISON

AMENDMENT #1
To Master Agreement for Vertical Construction Services
For
Southern California

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows:

1. Section 6.3 ("Force Majeure Events") is hereby replaced in its entirety to now read as follows:

   6.3 FORCE MAJEURE EVENTS. Neither Taylor Morrison nor Contractor shall ~~not~~ be liable to the other party ~~Contractor~~ for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). If Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, as determined by Taylor Morrison, the Contractor's time for performance shall be equitably adjusted by Change Order. In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

2. Section 13.7 ("Amendment and Waiver") is hereby replaced in its entirety to now read as follows:

   13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison and by Contractor. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

3. Section 2 ("OCIP Projects/Contractor Not Included in OCIP") of Exhibit E ("Insurance Requirements") is amended as follows:

   a. Section 2(a)(3)(F):

      (F) Severability of interest ~~with no cross liability exclusion~~.

   b. Section 2(a)(3)(G):

      (G) An endorsement stating "~~Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be~~

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~~non-contributing with the coverage provided under the policy.~~ This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy. "

c. Section 2(a)(3)(L):

(L) [Intentionally left blank] ~~No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.~~

d. Section 2(b)

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with ~~a copy of Contractor's binder or policy along with~~ the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

e. Section 2(d)

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of ~~$10,000~~ $100,000 must be approved in writing by Taylor Morrison.

4. New Article 14 ("Solar") is hereby added to the Agreement and the new exhibits referenced therein, Exhibits I-L, are hereby added to the Agreement (reflected in Attachments 1 through 4) as follows and attached:

ARTICLE 14 –Solar

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such

Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly. Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), and (ii) a solar lease ("**Solar Lease**") program, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty associated with the Solar Purchase Program ("**Purchase Warranty**") is attached hereto as Exhibit I. The form of Solar Lease, including any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as Exhibit J, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Scope of Work Addendum and the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement, the Scope of Work Addendum and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase. Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in Exhibit L hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

5. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic transmission shall be deemed delivery to the other party.

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6. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

7. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

8. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
William Lyon Homes, Inc.,
a California corporation

By: DocuSigned by: Mike DiGiovanni A3B090B855B54DD...
Print Name: Mike DiGiovanni
Title: Vice President
Date: 7/29/2022

CONTRACTOR:
Sunpower Corporation Systems,
a California corporation

By: DocuSigned by: Matt Brost 802513C32BAB4EF...
Print Name: Matt Brost
Title: Vice President of Sales, New Homes
Date: 7/29/2022

TAYLOR MORRISON

AMENDMENT #2
TO MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
(California)

This Amendment #2 **(the "Amendment")** made and entered into as of January 9, 2024 **(the "Effective Date")** serves to modify, supersede and control as to that certain Master Agreement for Vertical Construction Services, dated July 25, 2022 **(the "Agreement")** made by and between Sunpower Corporation Systems, a CA corporation, doing business as N/A **("Contractor")** and William Lyon Homes, Inc., a California corporation **("Taylor Morrison")** as follows:

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows (with text containing strikethrough (~~strikethrough~~) deleted and the text underlined (**underlined**) added):

1. Article 14 ("Solar") is hereby replaced in its entirety and now reads as follows:

ARTICLE 14 --SOLAR

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system (which may include one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), a provided below) to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and

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local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), (ii) a solar lease program ("**Solar Lease**"), and (iii) solar power purchase program ("**PPA**"), collectively, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs, inclusion or availability of any Battery within a System, and any other specified details of the System or applicable Solar Program(s) that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease or PPA shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty, including without limitation any warranty applicable to any Battery that may be a part of the System, associated with the Solar Purchase Program ("**Purchase Warranty**") are attached hereto as **Exhibit I-1 and Exhibit I-2**, respectively. The form of Solar Lease (PV only), including

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any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as **Exhibit J-1** and with Battery as **Exhibit J-2,** the form of the form of a PPA (PV only), is attached hereto as **Exhibit J**-3 and the form of PPA (PV w/ battery), is attached hereto as **Exhibit J-4**, including any terms regarding the warranty and power production guarantee provided thereunder, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on Exhibit A to the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the

Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party

Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase.Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in **Exhibits L-1, L-2, and L-3** hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

2. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile transmission shall be deemed delivery to the other party.

3. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

4. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
William Lyon Homes, Inc.,
a California corporation

By: DocuSigned by: A3B090B855B54DD...
Print Name: Mike DiGiovanni
Title: Vice President
Date: 1/10/2024

CONTRACTOR:
Sunpower Corporation Systems,
a CA corporation,
doing business as N/A

By: DocuSigned by: Matt Brost 802513C32BAB4EF...
Print Name:
Title: Vice President of Sales, New Homes
Date: 1/9/2024

Exhibits

(attached)

EXHIBIT I-1

PURCHASE WARRANTY FOR PV MODULES

(ATTACHED)

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[i] (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[ii] 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	1st Year Minimum Peak Power	Maximum Annual Decline in Peak Power	25th 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.

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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.

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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 WARANTY 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 deemed it irrevocably waived.

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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) 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
Telephonically: 1.800.SUNPOWER

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[i] *"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.*

[ii] *"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/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower 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.*

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EXHIBIT I-2

PURCHASE WARRANTY FOR BATTERY

(ATTACHED)

ENPHASE

Enphase Energy, Inc. Warranty
United States and Puerto Rico

The provider of this Limited Warranty is Enphase Energy, Inc., 47281 Bayside Parkway Fremont, CA 94538 United States (**"Enphase").**

1. **Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after April 3, 2023, unless a newer limited warranty is subsequently posted which applies to your Covered Product's date of activation. Always check https://enphase.com/en- us/warranty for the correct limited warranty governing your Covered Product. Subject to the terms of this Limited Warranty, Enphase warrants to the Covered Owner (defined below) that the products listed in the table below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), will be free from defects in workmanship and materials ("**Workmanship Warranty**") for the applicable limited warranty period set forth below (each, a "**Limited Warranty Period**"), provided that the Original Location is located within the following territories (the "**Territory**"):

   The United States and Puerto Rico (all other United States territories are excluded).

   This Limited Warranty is valid only (a) when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and (b) to the extent permitted by the applicable laws of the Territory mentioned above.

Products	**Limited Warranty Period**
Enphase IQ Battery 5P ("**IQ Battery Product**") with SKU: IQBATTERY-5P-1P-NA	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.
IQ System Controller 3/3G with SKUs: SC200D111C240US01 SC200G111C240US01 **System Shutdown Switch** with SKU: EP200G-NA-02-RSD	10 years from the Activation Date (excluding System Shutdown Switch, which has a Limited Warranty Period of 5 years from the Activation Date)
IQ Combiner 5/5C with SKUs: X-IQ-AM1-240-5C X-IQ-AM1-240-5	5 years from the Activation Date
IQ Load Controller with SKU: EP-NA-LK02-040	5 years from the Activation Date
Mobile Connect with SKUs: CELLMODEM-M1 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	5 years from the Activation Date
Communications Kit COMMS-KIT-02	5 years from the Activation Date

2. **Activation Date**. As used in this Limited Warranty, "**Activation Date**" means the following:
   a. For Covered Products that are IQ Battery Products (each a "**Covered IQ Battery Product**") only: The earlier of (i) the "Energize by" date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" by the authorities having jurisdiction.
   b. For all other Covered Products: The date the Covered Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" by the authorities having jurisdiction.

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3. **Additional Warranties for Covered IQ Battery Products.** During the Limited Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the "**Product Documentation**"). The Product Documentation can be found at https://enphase.com/installers/resources/documentation.

4. **Registration.** Subject to Section 5 (Registration Exclusions), this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the "**Registration**") by either (a) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section; (b) registering on-line at www.enphase.com/register-my-product; or (c) registering through the Enphase App.

   Return Registration Card to:

   Enphase Energy, Inc.
   Attn: Product Registration NA
   Customer Service
   1819 S. Cobalt Point Way
   Meridian, ID 83642
   United States of America

5. **Registration Exclusions**. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 4 ABOVE SHALL NOT APPLY.

6. **Continuous Connectivity**. The Covered Products should be continuously connected to the internet during the applicable Warranty Period, except when interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.

7. **Transferee**. For the purposes of this Limited Warranty, the "**Covered Owner**" shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a "**Transferee**") as long as (a) the Covered Product remains at the Original Location, (b) the Transferee submits to Enphase a "Change of Ownership Form," (c) the Transferee pays the applicable transfer fee ("**Transfer Fee**") set forth in the Change of Ownership Form within thirty (30) days from the date of transfer to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 4. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available at https://enphase.com/en-us/support/how-to-transfer-ownership.

8. **How to Obtain Warranty Service.**
   a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at https://enphase.com/en-us/support/return-merchandise-authorization-procedure. Unless Enphase specifically instructs the Covered Owner otherwise, the Covered Owner must return the allegedly defective Covered Product to Enphase in the original packaging or equivalent. If the allegedly defective Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new Covered Product or replacement product. We recommend that Covered Owners use a tracking service for their protection. The RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return.

   b. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original package, Enphase retains the right to either (A) refuse delivery of such return; or (B) charge a restocking fee equal to the higher of fifteen percent (15%) of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection.

   c. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Enphase upon Enphase's receipt of the Covered Product. If the returned product is covered under

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this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement product to the Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location.

Any product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for thirty (30) days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.

d. Once a returned product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned product.

9. **Remedies.**
   a. During the applicable Limited Warranty Period, if Enphase confirms the existence of a defect that is covered by the Workmanship Warranty, Enphase will, at Enphase's option, either (i) repair or replace the Covered Product free of charge, or (ii) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.

   b. During the applicable Limited Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Enphase's option, either (i) repair or replace the Covered IQ Battery Product free of charge, (ii) refund the Covered Owner the actual purchase price for the IQ Battery Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund or a credit unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B Covered Owner is willing to accept such a refund.

   c. If Enphase repairs or replaces the Covered Product, (i) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.

   d. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within four (4) weeks of Enphase's receipt of the Covered Product.

10. **Limited Warranty Limitations and Exclusions.**
   a. This Limited Warranty does not include any cost of labor or other costs related to (i) un-installing Covered Product; (ii) re-installing a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner's electrical systems.

   b. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.

   c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products:
      i. that have been misused, abused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;
      ii. that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, installed or used in an unsuitable environment, or used in a manner contrary to the Product Documentation, or applicable laws or regulations;
      iii. that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Product Documentation, including high input voltage from generators or lightning strikes;
      iv. that have been subjected to damage caused by third party components not provided by Enphase and used with the Covered Products or any damage to the Covered Products caused by service performed by anyone who is not a representative of Enphase;
      v. if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed (other than by fading through regular wear and tear);

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vi. if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; or
vii. if the Covered Product is not using the most up-to-date firmware made available by Enphase and the applicable defect could have been avoided if such firmware were being used

d. This Limited Warranty does not apply to, and the term "Covered Product" shall not include any third-party products that may be installed with the Covered Products at the Original Location.

e. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; or any defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Covered Product. In addition, the Limited Warranty does not apply to, and the term "Covered Product" shall not include any third-party products that may be installed with the Covered Products at the Original Location.

f. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

g. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. Enphase disclaims any and all liability arising out of any such use of your Covered Products. Further, Enphase reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of Enphase's provision of, or refusal to provide, support for your Covered Product in such circumstances.

11. **Assignment.** Enphase expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

12. **Disclaimer of Warranties.** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

    THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE COVERED OWNER. THIS LIMITED WARRANTY GIVES THE COVERED OWNER SPECIFIC LEGAL RIGHTS, AND THE COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. SOME JURISDISCTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO COVERED OWNER.

14. **Governing Law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

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15. Arbitration.

a. ***Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Covered Owner ("you") to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase ("us").***

b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after sixty (60) days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("**JAMS**"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. **Waiver of Class or Other Non-Individualized Relief**. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

f. **30-Day Right to Opt Out**. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within thirty (30) days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration

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Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

16. Customer Support Contact Information.

Phone number: (877) 797-4743
Email: https://support.enphase.com/s/contact-us
Web Page: https://support.enphase.com/s/

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Product Registration Form

Failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

Enphase Energy, Inc.
Attn: Product Registration NA
Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

(or, you may register on-line at https://enphase.com/en-us/product-registration-en-us)

First Name_____ Last Name _____

E-mail_____

Phone Number (Area Code) _____

Contact Address

Street Address: _____

Street Address (line 2) _____

City_____

State/Province_____ Zip Code _____

Address of installation: same as Contact Address? Yes /
No (If, "Yes", Enphase will use Contact Address as Address of Installation)

Address of Installation

Street Address: _____

Street Address (line 2) _____

City_____

State/Province_____ Zip Code _____

Installer Information

Installer Name _____

Installer Contact Info _____

E-mail_____

Phone Number (Area Code) _____

Product Information

Product SKU (e.g.: IQ7-60-2-US) _____

Number of Units Installed _____

Serial Numbers of Units installed _____

_____

Purchased from _____

Purchase Date (MM/DD/YY) _____

Installation Date (MM/DD/YY) _____

Permitted to Operate Date (MM/DD/YY) _____

☐ I agree to receive critical product information about the registered products at the email and/or contact provided above. Do you want us to send you product announcements and special offers? Yes / No

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EXHIBIT J-1

FORM OF SOLAR LEASE (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	annual	${firstMo	${es t{	{lo anDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

90% production guarantee (reimbursed biennially if we ever fall short).

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

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

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

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

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SunPower Capital, LLC | Attn: SunPower Financing | 8900 Amberglen Blvd. | Suite 325 | Austin, Texas 78729
800.786.7693

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TM Contractor

SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System	
Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production Estimate	{leaseTermProdEstimate90_SPAP} kWh

Your Key Terms	
Monthly Payment After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fifteen (15) pages long and has up to six (6) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure the Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

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

The Fannie Mae B2-3-04 compliance information is attached at **Exhibit E**.

If the Home is an attached condominium, then the provisions of the portion of **Exhibit F** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

If the Property is located in the State of California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit G**.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

{initialsLabel}

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term

Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel}

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of **Exhibit B** attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786- 7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in **Exhibit B**;

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

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

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

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

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

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

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

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvii) 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, if necessary, the purchase of a SunPower cellular plan at all times during the Lease Term;

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

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

(b) System Construction:

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

(c) Repair and Our Obligations:

We agree to:

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

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

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

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(e).

(d) Insurance

We shall insure the System against all damage or loss unless (1) that damage or loss is caused by your gross negligence; or (2) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and, you must

continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine, in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(e) Home Renovations or Repairs

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

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(g) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(h) Indemnity

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

6. WARRANTY

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

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

{initialsLabel}

7. NOT USED

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

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10. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the Lease Term Start Date;

(ii) If you sell your Home at any time during the Lease Term;

(iii) At the end of the Lease Term; or

(iv) In the event of Our default pursuant to Section 15(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an

underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12(a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

13. LOSS OR DAMAGE

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

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

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 5(h) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

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

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

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

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise Our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. 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. The arbitration shall be held

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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 18 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

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

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

19. WAIVER

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

20. NOTICES

All notices under this Lease shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or

such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

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

21. PERMISSION TO CONTACT

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

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

22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

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

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

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27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

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

(b) Warranty Length

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

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

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

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each Guarantee Period (as defined below), the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr2}	{cumulativeAdjProductionYr2}	${avgratePerKwhYr2}
{prodGuaranteeYr4}	{cumulativeAdjProductionYr4}	${avgratePerKwhYr4}
{prodGuaranteeYr6}	{cumulativeAdjProductionYr6}	${avgratePerKwhYr6}
{prodGuaranteeYr8}	{cumulativeAdjProductionYr8}	${avgratePerKwhYr8}
{prodGuaranteeYr10}	{cumulativeAdjProductionYr10}	${avgratePerKwhYr10}
{prodGuaranteeYr12}	{cumulativeAdjProductionYr12}	${avgratePerKwhYr12}
{prodGuaranteeYr14}	{cumulativeAdjProductionYr14}	${avgratePerKwhYr14}
{prodGuaranteeYr16}	{cumulativeAdjProductionYr16}	${avgratePerKwhYr16}
{prodGuaranteeYr18}	{cumulativeAdjProductionYr18}	${avgratePerKwhYr18}
{prodGuaranteeYr20}	{cumulativeAdjProductionYr20}	${avgratePerKwhYr20}
{prodGuaranteeYr22}	{cumulativeAdjProductionYr22}	${avgratePerKwhYr22}
{prodGuaranteeYr24}	{cumulativeAdjProductionYr24}	${avgratePerKwhYr24}
{prodGuaranteeYr25}	{cumulativeAdjProductionYr25}	${avgratePerKwhYr25}

i. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twenty-four (24) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	Example Actual Biennial kWh	Example Guaranteed Energy Price per kWh	Example Payment to You
9,500	9,000	$0.10	$50.00

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ii. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

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

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next 24-month anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between 12 and 36 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the Lease Term. The Guarantee Period will be 12 months for the last year the Lease Term (year 25).

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

"**Production Estimate**" for a Guarantee Period is the estimated cumulative production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Biennial kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

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

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(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

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(c) Limit of Liability

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

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

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

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}[e] OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges} _____	(The amount you will have paid by the end of the Lease) ${totalPayments}[e]

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] **The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.**

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label}

{signer2NameLabel} {signer2NameField}

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EXHIBIT C (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

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

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)
Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

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EXHIBIT E (Fannie Mae B2-3-04)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the Lease.

SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

Representation; Covenant. SunPower represents and warrants that SunPower is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If SunPower removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, SunPower will not impede any sale of the Real Property.

Subordination. Without limiting SunPower's rights to the System under the Lease, Property Owner, SunPower and Lender hereby agree, to the extent that SunPower is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge.

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Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. SunPower confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. SunPower must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or SunPower for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT F (Attached Condominium Structure Addendum)

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

   "**(a) System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(e) of the Lease is hereby amended and restated in its entirety as follows:

   "**(e) Home Renovations or Repairs**

   If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

   "(i) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease

and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(g) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A** to the Lease.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

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EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate90_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or

(b) Upon notice to Lessor, request that Lessor remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the Lease will automatically renew and continue on a year-to-year basis.

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EXHIBIT J-2

FORM OF SOLAR LEASE (PV with Battery)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMont	${est	{loanDur
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Battery(ies)	{storageCount} x {storageModel}
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

90% production guarantee (reimbursed biennially if we ever fall short).

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

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

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

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

SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System	
Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Battery(ies)	{storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production Estimate	{leaseTermProdEstimate90_SPAP} kWh

Your Key Terms	
Monthly Payment After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This solar and battery storage lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel and battery storage system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fifteen (15) pages long and has up to six (6) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

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

We will ensure the Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

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

The Fannie Mae B2-3-04 compliance information is attached at **Exhibit E**.

If the Home is an attached condominium, then the provisions of the portion of **Exhibit F** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

If the Property is located in the State of California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit G**.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

{initialsLabel}

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}
Battery(ies): {storageCount} x {storageModel}, {expansionQuantity} x {expansionPack}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel}

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of **Exhibit B** attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly

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Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in **Exhibit B**;

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

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

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

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

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

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

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

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

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

(xvii) 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, if necessary, purchase of a SunPower cellular plan at all times during the Lease Term;

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

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

(b) System Construction:

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

(c) Repair and Our Obligations:

We agree to:

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

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

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

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(e).

(d) Insurance

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

(e) Home Renovations or Repairs

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

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(g) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(h) Indemnity

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

6. WARRANTY

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

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THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

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

{initialsLabel}

7. 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, as determined by Us, and may not power your entire Home. We will ensure that your battery maintains a reserve charge of at least 20% so that your batteries will be charged to a minimum level prior to a power outage.

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 6(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

(c) 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.

(d) Data

You agree that we may collect, store, and use energy production, consumption, charge and other data provided by the System to provide the services described in this agreement. You also agree that we can share the System data with third parties in anonymized form.

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the Lease Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may

record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

10. PURCHASING THE SYSTEM

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

(i) Upon the fifth (5th) anniversary of the Lease Term Start Date;

(ii) If you sell your Home at any time during the Lease Term;

(iii) At the end of the Lease Term; or

(iv) In the event of Our default pursuant to Section 15(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12(a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

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

13. LOSS OR DAMAGE

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

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

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

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

(b) Damages Cap

Except for claims under Section 5(h) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

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

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

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

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

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

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

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

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

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

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

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

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

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

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

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies

in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise Our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

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

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. 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. 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 18 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-

representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

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

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

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

19. WAIVER

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

20. NOTICES

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

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

21. PERMISSION TO CONTACT

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

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

22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

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

https://us.sunpower.com/privacy/residential-solar-financing

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

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

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

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

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

27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

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

ACKNOWLEDGMENT OF ARBITRATION

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

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

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

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

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

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

(b) Warranty Length

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

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

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

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each Guarantee Period (as defined below), the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr2}	{cumulativeAdjProductionYr2}	${avgratePerKwhYr2}
{prodGuaranteeYr4}	{cumulativeAdjProductionYr4}	${avgratePerKwhYr4}
{prodGuaranteeYr6}	{cumulativeAdjProductionYr6}	${avgratePerKwhYr6}
{prodGuaranteeYr8}	{cumulativeAdjProductionYr8}	${avgratePerKwhYr8}
{prodGuaranteeYr10}	{cumulativeAdjProductionYr10}	${avgratePerKwhYr10}
{prodGuaranteeYr12}	{cumulativeAdjProductionYr12}	${avgratePerKwhYr12}
{prodGuaranteeYr14}	{cumulativeAdjProductionYr14}	${avgratePerKwhYr14}
{prodGuaranteeYr16}	{cumulativeAdjProductionYr16}	${avgratePerKwhYr16}
{prodGuaranteeYr18}	{cumulativeAdjProductionYr18}	${avgratePerKwhYr18}
{prodGuaranteeYr20}	{cumulativeAdjProductionYr20}	${avgratePerKwhYr20}
{prodGuaranteeYr22}	{cumulativeAdjProductionYr22}	${avgratePerKwhYr22}
{prodGuaranteeYr24}	{cumulativeAdjProductionYr24}	${avgratePerKwhYr24}
{prodGuaranteeYr25}	{cumulativeAdjProductionYr25}	${avgratePerKwhYr25}

i. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twenty-four (24) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	Example Actual Biennial kWh	Example Guaranteed Energy Price per kWh	Example Payment to You

DS TM DS MB Contractor

9,500	9,000	$0.10	$50.00

ii. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

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

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

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

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next 24-month anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between 12 and 36 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the Lease Term. The Guarantee Period will be 12 months for the last year the Lease Term (year 25).

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

"**Production Estimate**" for a Guarantee Period is the estimated cumulative production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Biennial kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

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

(ii) Transferable Limited Warranty

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

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

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

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed

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from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

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

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

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

7. NOTICES

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

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}[e] OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges} _____	(The amount you will have paid by the end of the Lease) ${totalPayments}[e]

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] **The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.**

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

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

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label}

{signer2NameLabel} {signer2NameField}

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EXHIBIT C (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

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

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Lessee's Signature: _____

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)
Optional Authorization Agreement for Pre-Authorized Payments

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

Bank Name:

Account Type: Checking

Routing No.:

Account No:

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

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

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

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

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

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (Fannie Mae B2-3-04)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the Lease.

SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

Representation; Covenant. SunPower represents and warrants that SunPower is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If SunPower removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, SunPower will not impede any sale of the Real Property.

Subordination. Without limiting SunPower's rights to the System under the Lease, Property Owner, SunPower and Lender hereby agree, to the extent that SunPower is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge.

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. SunPower confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. SunPower must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or SunPower for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT F (Attached Condominium Structure Addendum)

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

   "**(a) System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(e) of the Lease is hereby amended and restated in its entirety as follows:

   "**(e) Home Renovations or Repairs**

   If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

   "(i) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for

the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(g) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A** to the Lease.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

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

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate90_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

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

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

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

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or

(b) Upon notice to Lessor, request that Lessor remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the Lease will automatically renew and continue on a year-to-year basis.

EXHIBIT J-3

FORM OF PPA (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMo	${est	{loanDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize}kW
Estimated year 1 production	{year1ProdEstimate}
Estimated electricity offset	{estElectricOffset}%

Get more with SunPower

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

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

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

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

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

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SUNPOWER®

Date: {date}

Customer	**SunPower**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Energy	
Year 1 Production Estimate	{year1ProdEstimate} kWh
PPA Term Production	{leaseTermProdEstimate95_SPAP} kWh
Source of Performance Data	SunPower

Your PPA	
SunPower Monthly PPA After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower PPA Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the PPA
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

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

What are your choices at the end of the term?

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

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1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel system (the "System") to be installed at the address listed above. This is not a contract for construction. The System will be installed by the Installer identified above. This PPA will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your PPA Term Start Date (as defined below). In the event that You do not close escrow on the Home, the PPA will be cancelled without penalty to You.

This PPA is up to thirty one (31) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

If the Property is within the state of California then certain provisions of this PPA will be different from the body of the PPA, as set forth in **Exhibit E**. If the Home is an attached condominium, then the provisions of the portion of **Exhibit E** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT) shall control any contrary provisions in this PPA.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the first date upon when all of the following things have happened:

a) We are notified or otherwise determine that the System was placed into operation;

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

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

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this PPA.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the PPA Term Start Date. If the PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1.

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SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account.

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

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

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

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

(c) Taxes

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

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the PPA Term. If you make a Prepayment, SunPower will retain all its obligations under this PPA.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for PPA Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the PPA Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 26 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

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

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

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

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

(vi) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

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

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

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

(x) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this PPA;

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

(xii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiii) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

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

(xv) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xvi) 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), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the PPA Term;

(xvii) keep your SunPower Monitoring System connected at all times; and

(xviii) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this PPA to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) Insurance, Repair and Our Obligations:

We agree to:

(i) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this PPA and terminate this PPA; provided however, if you have prepaid any Monthly Payments that are

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due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

(iii) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty; and

(iv) not put a lien on your Home or Property.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(d) No Alterations

You agree that you will not (i) move the System,(ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(e) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(f) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS PPA PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS PPA WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE PPA.

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By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

{initialsLabel}

6. NOT USED

7. TRANSFER

You agree that We may assign the System and/or this PPA to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee, or financing partner an acknowledgment and confirmation of your obligations under this PPA as may be reasonably requested by Us.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the PPA Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a PPA and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this PPA and applicable law, including a formal notice of this PPA which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this PPA.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

9. PURCHASING THE SYSTEM

(a) Purchase Option. You have the option to purchase the System as follows:

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(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

(iv) In the event of Our default pursuant to Section 14(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

10. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the PPA, no later than sixty (60) days prior to the end of the PPA Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the PPA may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the PPA, then at least thirty (30) days prior to the end of the PPA Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this PPA will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility**.

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable PPA Term or any Renewal Term.

11. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this PPA and the Monthly Payments*.

You may transfer this PPA if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this PPA. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this PPA to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this PPA. If the Home Buyer defaults on this PPA and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 9 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 11(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a

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Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 11. (a) above, you will be in default under this PPA. This Section 11 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS PPA WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

12. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft, or destruction will excuse you from your obligations under this PPA, including the obligation to make Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA, and cooperate with Us to have the System repaired at Our sole cost and expense.

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS PPA SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES.

(b) Damages Cap

Except for claims under Section 4(f) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

(a) You will be in default under this PPA if any one of the following occurs:

(i) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

(ii) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;

(iii) you have provided any false or misleading financial or other information to obtain this PPA;

(iv) you assign, transfer, encumber or sell this PPA or any part of the System without Our prior written consent;

(v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

(vii) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or

(viii) the System is intentionally altered, damaged or destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture, or other involuntary transfer.

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(b) We will be in default under this PPA if We fail to perform a material obligation under this PPA and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

15. REMEDIES IN CASE OF DEFAULT

(a) If this PPA is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this PPA and your rights to possess and use of the System;

(ii) suspend Our performance under this PPA;

(iii) take any reasonable action to correct your default or to prevent Our loss; (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

(iv) proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;

(v) turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law; or

(vi) subject to Our agreement to arbitrate disputes under Section 17 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this PPA or by law.

(b) Subject to Section 16 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this PPA be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. EARLY TERMINATION LIABILITY

If We exercise our right under Section 15 (REMEDIES IN CASE OF DEFAULT) to terminate this PPA due to your default, We and you agree that, from the nature of this PPA, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination We shall be entitled to recover from you the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the PPA; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 16 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

17. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA 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 of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9

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of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. 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 17 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute 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 PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this PPA.

{initialsLabel}

18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this PPA. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

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19. NOTICES

All notices under this PPA shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

We may engage a third-party service provider (a "PPA Administrator"). If We notify you that We have engaged a PPA Administrator, then after such notice (and until any future notice to the contrary) you must also furnish all notices and communications in connection with this PPA to the PPA Administrator, at the address (and, if applicable, e-mail address) specified to you by Us.

20. PERMISSION TO CONTACT

We may contact you by telephone, electronic or postal mail, or invite you to participate in surveys or focus groups, to discuss your experience with Us, Our affiliates, Our products and services, Our network of dealers/installers, service providers, and suppliers, and Our maintenance organization.

We may use any telephone number you provide Us, even if that number is for a cellular telephone and/or Our using the number results in charges to you.

21. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the PPA of the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

22. CUSTOMER DATA

For a copy of the SunPower Data Privacy Policy, please visit the following website:

https://us.sunpower.com/privacy/residential-solar-financing

By initialing below, you acknowledge your receipt of and opportunity to review the SunPower Data Privacy Policy.

{initialsLabel}

23. PUBLICITY

We will not publicly use or display any images of the System without your consent.

24. SURVIVAL

The provisions of this PPA regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this PPA.

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to affect the purposes of this PPA, including the preservation of Our interest in the System. In this PPA: (i) whenever the singular number is used,

the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

26. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this PPA, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this PPA contains an agreement to arbitrate. After signing this PPA, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this PPA and the exhibits in their entirety and I acknowledge that I have received a complete copy of this PPA and the exhibits.

Customer's Name: {customerNameLessee}

{es_cosignerCaption}

SunPower : SunPower Capital, LLC

The Installer with respect to this PPA is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

During the entire PPA Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) **Roof Warranty**

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) **Repair Promise**

During the entire PPA Term, Operator will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Operator or SunPower under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you are a party to this PPA, you will have a System Warranty and Operator's Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

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(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the PPA Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the PPA Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve

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(12) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

(iii) Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty:

"**Actual Annual kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twelve (12) month anniversary of your PPA Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home's internet connection; and (b) maintain your Internet connection, at your cost, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

"**Guarantee Year**" is each successive period of a calendar year from the date you first establish Internet communication with Operator after the PPA Term Start Date, as described below ("Initial Communication Date"), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the PPA Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the PPA Term.

"**Guaranteed Energy Price per kWh**" is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Year.

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) **Claims Process**

You can make a claim by:

A. emailing Operator at the email address in Section 7 below; or

B. writing Operator a letter and sending it via overnight mail with a well-known service at the address in Section 7 below.

(ii) **Transferable Limited Warranty**

Operator will accept and honor any valid and properly submitted claim made during the PPA Term by any person to whom you properly transfer the PPA.

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or an Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;

(v) your failure to perform, or breach of, your obligations under the PPA (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower's or Operator's prior written approval;

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(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or an Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the PPA, but you will not be repaid for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by SunPower or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to SunPower under Section 10 of the PPA, then SunPower or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) SunPower or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, SunPower or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery

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or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SUNPOWER, OPERATOR, OR ITS AGENTS OR APPROVED SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, SunPower or Operator's total liability arising out of, or relating to, this Limited Warranty shall in no event:

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the PPA and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the PPA to the addresses listed below:

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the PPA or any subsequent billing address you provide.

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8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or SunPower's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or SunPower's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who purchases the electricity from the System under the PPA. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
Year 2: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
Year 3: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
Year 4: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
Year 5: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
Year 6: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
Year 7: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
Year 8: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
Year 9: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
Year 10: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
Year 11: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
Year 12: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
Year 13: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
Year 14: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
Year 15: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
Year 16: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
Year 17: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
Year 18: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
Year 19: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
Year 20: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
Year 21: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
Year 22: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
Year 23: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
Year 24: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
Year 25: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the PPA Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com

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EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Customer's Signature:

Please print name: _____

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EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Customer's Signature:

Please print name: _____

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EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, {customerNameLessee} and {customerNameCoLessee} ("Customer"), intend to enter into a PPA agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this PPA ("PPA") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name:

Account Type: Checking

Routing No.:

Account No:

I understand that SunPower will process debit and credit entries to the above referenced account on or after the due date of each monthly payment in an amount equal to my most recent statement, except as expressly agreed to between SunPower and me.

I represent to SunPower that all persons whose signatures are required to withdraw funds from the above referenced account have executed this authorization agreement. I also hereby acknowledge that I have retained a copy of this authorization agreement for my records.

I hereby acknowledge that SunPower may process debit and credit entries for PPA monthly payments or any other sum due and payable to SunPower or Customer pursuant to the referenced PPA between SunPower and me. I will receive advance notice of any debit that varies from the invoiced PPA monthly payment amount. I also acknowledge that SunPower may assign the PPA to a third-party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the PPA is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable PPA or your obligation to make the required PPA payments.

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (New Homes Provisions)

The following explains why this PPA complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the PPA should not be included in your debt-to-income (DTI) ratio calculation because the PPA:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the PPA for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your PPA term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the PPA.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

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Subordination. Without limiting Equipment Provider's rights to the System under the PPA, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this PPA and the intent hereof, and evidencing this PPA, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This PPA may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This PPA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This PPA shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This PPA may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT E (New Homes Provisions) – cont'd

CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT

The terms of this Addendum apply to the PPA only if the roof associated with the Customer's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Power Purchase Agreement (**"Addendum"**) is attached to and forms a part of the Solar Power Purchase Agreement (**"PPA"**) between {customerNameLessee} (**"Customer"**) and SunPower Capital, LLC (together with its successors and assigns, **"SunPower," "We," "Us"** or **"Our"**), concerning the solar panel system (**"System"**) described in the PPA.

The System that serves Customer's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Customer and SunPower are entering into this Addendum in order to supplement, modify and clarify certain provisions of the PPA to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the PPA. If there is a conflict between the PPA and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

SunPower and Customer agree that the PPA is amended as follows:

1. SunPower and Customer acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the PPA to "Property" or "Home" shall mean the condominium unit owned by Customer in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the PPA is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(c) of the PPA is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. The third sentence of Section 4(e) is hereby amended and restated as follows:

   "During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

5. Section 4(g) is added to the PPA as follows:

   "(g) Easement Agreement and Grant of Easement

   SunPower and Customer acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the SunPower may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, SunPower obligations concerning performance of System maintenance work, and SunPower and Association obligations concerning removal and replacement of Systems

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for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this PPA and the Easement Agreement (if any), SunPower and Customer agree that the Easement Agreement shall control concerning the Association Property.

6. Pursuant to Section 5 of the PPA, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the PPA. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the PPA.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who purchases the electricity from the System under the PPA," and (iii) any other provision of the PPA or Limited Warranty to the contrary, SunPower agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Customer or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 5 of the PPA:

"SUNPOWER SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with SunPower. SunPower shall cause Operator to effectuate this Section.

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EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

THE CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869 REQUIRES THAT WE PROVIDE CALIFORNIA RESIDENTS WITH THE FOLLOWING DISCLOSURES. THE ANSWERS TO THE FOLLOWING QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE PPA AND ONLY SUMMARIZE CERTAIN TERMS OF THE PPA. PLEASE READ THE TERMS OF THE PPA CAREFULLY, AS THE TERMS OF THE PPA, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH THE SUNPOWER. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE PPA, THE TERMS OF THE PPA ARE CONTROLLING.

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. PPA consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

3. ***Who maintains and operates the System?*** As the Customer of the System, you are primarily obligated to notify SunPower if the System isn't working properly. SunPower, as owner of the System, will be responsible for any necessary maintenance and operation of the System. SunPower will ensure that the System is protected against damage, theft, destruction, confiscation, requisition, inoperability or incapacity unless you damage or destroy the System intentionally or through your gross negligence, in which case you will be responsible.

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) seek reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

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(8) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

5. ***What happens at the end of the PPA?*** At the end of the PPA, if you are not in default, you will have two options:

(a) You may extend the PPA term. The rental rate for any extended term will be provided to you in writing by SunPower. If you wish to exercise this option, you have to notify SunPower at least 60 days but not more than 180 days before the original PPA term expires. If you extend the PPA term, the System will remain in place until the extended PPA term has expired; or

(b) Upon notice to SunPower, you may request that SunPower remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.

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EXHIBIT J-4

FORM OF PPA (PV with Battery)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMont	${estS	{loanDur
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize}kW
Estimated year 1 production	{year1ProdEstimate}
Estimated electricity offset	{estElectricOffset}%

Get more with SunPower

Industry-best 95% production guarantee (reimbursed annually if we ever fall short).

Repairs, maintenance and insurance handled by SunPower at no extra cost.

24/7 monitoring for your entire system puts power at your fingertips.

12-year warranty protection for roof damage incurred at installation.

Prepay or transfer this agreement at any time. Just call us and we'll help.

SUNPOWER®

Date: {date}

Customer	**SunPower**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Energy	
Year 1 Production Estimate	{year1ProdEstimate} kWh
PPA Term Production	{leaseTermProdEstimate95_SPAP} kWh
Source of Performance Data	SunPower

Your PPA	
SunPower Monthly PPA After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower PPA Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the PPA
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

- If you move, you may transfer this PPA to the purchaser of your Home, as specified in the PPA.
- If you move, you may purchase the System from Us for an amount equal to the System's Fair Market Value, plus any other amounts that are specified in the PPA.

What are your choices at the end of the term?

- You may request us to have the System removed at no additional cost to you.
- You may renew the PPA, as specified in the PPA.
- Otherwise, the PPA will automatically renew and continue on a year-to-year basis, unless We notify you that we will remove the System at the end of the term.

1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel and battery storage system (the "System") to be installed at the address listed above. This is not a contract for construction. The System will be installed by the Installer identified above. This PPA will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your PPA Term Start Date (as defined below). In the event that You do not close escrow on the Home, the PPA will be cancelled without penalty to You.

This PPA is up to thirty one (31) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

If the Property is within the state of California then certain provisions of this PPA will be different from the body of the PPA, as set forth in **Exhibit E**. If the Home is an attached condominium, then the provisions of the portion of **Exhibit E** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT) shall control any contrary provisions in this PPA.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the first date upon when all of the following things have happened:

a) We are notified or otherwise determine that the System was placed into operation;

(b) interconnection of the System is complete with the local utility;

(c) all approvals needed to operate the System are in place; and

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this PPA.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the PPA Term Start Date. If the

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PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account.

(b) Additional Payment Requirements. In addition to the other amounts you agree to pay in this PPA, you agree to pay the following:

(i) Sale or Refinancing Fee: If you sell or refinance your Home and We are asked or required to provide any cooperation in connection with the sale or refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(ii) Returned Check Fee: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iii) Late Fee: You will pay a late payment fee equal to the lesser of $10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(c) Taxes

You agree to pay any applicable sales, use, or excise taxes on the payments due under this PPA. If this PPA contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. Your actual tax due will vary depending on changing tax rates over the term of this PPA. We have no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the PPA Term. If you make a Prepayment, SunPower will retain all its obligations under this PPA.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for PPA Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the PPA Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 26 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

(ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

(iv) not modify your Home or the Property in a way that shades the System;

(v) upon your occupancy of your Home, be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);

(vi) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

(vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(viii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(ix) notify Us promptly if you think the System is not working properly, is damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(x) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this PPA;

(xi) return any documents We send you for signature (like incentive claim forms) within seven (7) days of receiving them;

(xii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiii) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

(xiv) not turn the System on without Our permission;

(xv) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xvi) 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), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the PPA Term;

(xvii) keep your SunPower Monitoring System connected at all times; and

(xviii) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this PPA to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) Insurance, Repair and Our Obligations:

We agree to:

(i) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (including the obligation to make Monthly Payments).

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Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this PPA and terminate this PPA; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

(iii) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty; and

(iv) not put a lien on your Home or Property.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(d) No Alterations

You agree that you will not (i) move the System,(ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(e) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(f) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS PPA PRODUCES AN OVERALL ENERGY COST SAVINGS TO

YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS PPA WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE PPA.

By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

{initialsLabel}

6. 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, as determined by Us, and may not power your entire Home. We will ensure that your battery maintains a reserve charge of at least 20% so that your batteries will be charged to a minimum level prior to a power outage.

(b) Grid Services

We may, from time to time, administer and operate the System (including its batteries) to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your electrical grid (if available in your utility area). We will not discharge the battery below the reserve level established in Section 6(a) (BACKUP CAPABILITY). Any profit, revenue, incentive or other benefit of any kind arising out of or derived from Our operation and discharge of the batteries associated with the System onto the grid shall accrue solely to SunPower.

(c) 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.

(d) Data

You agree that we may collect, store, and use energy production, consumption, charge and other data provided by the System to provide the services described in this agreement. You also agree that we can share the System data with third parties in anonymized form.

7. TRANSFER

You agree that We may assign the System and/or this PPA to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee, or financing partner an acknowledgment and confirmation of your obligations under this PPA as may be reasonably requested by Us.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the PPA Term. You also

acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a PPA and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this PPA and applicable law, including a formal notice of this PPA which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this PPA.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

9. PURCHASING THE SYSTEM

(a) Purchase Option. You have the option to purchase the System as follows:

(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

(iv) In the event of Our default pursuant to Section 14(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations

regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

10. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the PPA, no later than sixty (60) days prior to the end of the PPA Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the PPA may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the PPA, then at least thirty (30) days prior to the end of the PPA Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this PPA will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility**.

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable PPA Term or any Renewal Term.

11. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this PPA and the Monthly Payments*.

You may transfer this PPA if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this PPA. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this PPA to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this PPA. If the Home Buyer defaults on this PPA and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 9 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 11(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 11. (a) above, you will be in default under this PPA. This Section 11 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS PPA WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

12. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft, or destruction will excuse you from your obligations under this PPA, including the obligation to make Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA, and cooperate with Us to have the System repaired at Our sole cost and expense.

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS PPA SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES.

(b) Damages Cap

Except for claims under Section 4(f) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

(a) You will be in default under this PPA if any one of the following occurs:

(i) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

(ii) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;

(iii) you have provided any false or misleading financial or other information to obtain this PPA;

(iv) you assign, transfer, encumber or sell this PPA or any part of the System without Our prior written consent;

(v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

(vii) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or

(viii) the System is intentionally altered, damaged or destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture, or other involuntary transfer.

(b) We will be in default under this PPA if We fail to perform a material obligation under this PPA and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

15. REMEDIES IN CASE OF DEFAULT

(a) If this PPA is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this PPA and your rights to possess and use of the System;

(ii) suspend Our performance under this PPA;

(iii) take any reasonable action to correct your default or to prevent Our loss; (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

(iv) proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;

(v) turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law; or

(vi) subject to Our agreement to arbitrate disputes under Section 17 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this PPA or by law.

(b) Subject to Section 16 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this PPA be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. EARLY TERMINATION LIABILITY

If We exercise our right under Section 15 (REMEDIES IN CASE OF DEFAULT) to terminate this PPA due to your default, We and you agree that, from the nature of this PPA, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination We shall be entitled to recover from you the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the PPA; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 16 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

17. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA 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 of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. 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 17 (APPLICABLE LAW; ARBITRATION) 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.

DS DS

TM Contractor

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. Neither of us, nor any other person, may pursue a Dispute 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 PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this PPA.

{initialsLabel}

18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this PPA. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

19. NOTICES

All notices under this PPA shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

We may engage a third-party service provider (a "PPA Administrator"). If We notify you that We have engaged a PPA Administrator, then after such notice (and until any future notice to the contrary) you must also furnish all notices and communications in connection with this PPA to the PPA Administrator, at the address (and, if applicable, e-mail address) specified to you by Us.

20. PERMISSION TO CONTACT

We may contact you by telephone, electronic or postal mail, or invite you to participate in surveys or focus groups, to discuss your experience with Us, Our affiliates, Our products and services, Our network of dealers/installers, service providers, and suppliers, and Our maintenance organization.

We may use any telephone number you provide Us, even if that number is for a cellular telephone and/or Our using the number results in charges to you.

21. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the PPA of the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

22. CUSTOMER DATA

For a copy of the SunPower Data Privacy Policy, please visit the following website:

https://us.sunpower.com/privacy/residential-solar-financing

By initialing below, you acknowledge your receipt of and opportunity to review the SunPower Data Privacy Policy.

{initialsLabel}

23. PUBLICITY

We will not publicly use or display any images of the System without your consent.

24. SURVIVAL

The provisions of this PPA regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this PPA.

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to affect the purposes of this PPA, including the preservation of Our interest in the System. In this PPA: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

26. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this PPA, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

DS DS

_____ TM _____ Contractor

ACKNOWLEDGMENT OF ARBITRATION

I understand that this PPA contains an agreement to arbitrate. After signing this PPA, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this PPA and the exhibits in their entirety and I acknowledge that I have received a complete copy of this PPA and the exhibits.

Customer's Name: {customerNameLessee}

{es_cosignerCaption}

SunPower : SunPower Capital, LLC

The Installer with respect to this PPA is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

During the entire PPA Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) **Roof Warranty**

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) **Repair Promise**

During the entire PPA Term, Operator will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Operator or SunPower under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you are a party to this PPA, you will have a System Warranty and Operator's Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the PPA Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the PPA Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment

Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve (12) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

(iii) Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty:

"**Actual Annual kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twelve (12) month anniversary of your PPA Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home's internet connection; and (b) maintain your Internet connection, at your cost, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

"**Guarantee Year**" is each successive period of a calendar year from the date you first establish Internet communication with Operator after the PPA Term Start Date, as described below ("Initial Communication Date"), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the PPA Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the PPA Term.

"**Guaranteed Energy Price per kWh**" is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Year.

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) **Claims Process**

You can make a claim by:

A. emailing Operator at the email address in Section 7 below; or

B. writing Operator a letter and sending it via overnight mail with a well-known service at the address in Section 7 below.

(ii) **Transferable Limited Warranty**

Operator will accept and honor any valid and properly submitted claim made during the PPA Term by any person to whom you properly transfer the PPA.

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;
(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or an Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);
(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;
(v) your failure to perform, or breach of, your obligations under the PPA (e.g., you modify or alter the System);
(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;
(vii) any Force Majeure Event (as defined below);
(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or an Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the PPA, but you will not be repaid for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by SunPower or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to SunPower under Section 10 of the PPA, then SunPower or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) SunPower or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, SunPower or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SUNPOWER, OPERATOR, OR ITS AGENTS OR APPROVED SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, SunPower or Operator's total liability arising out of, or relating to, this Limited Warranty shall in no event:

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the PPA and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the PPA to the addresses listed below:

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693

Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the PPA or any subsequent billing address you provide.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or SunPower's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or SunPower's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who purchases the electricity from the System under the PPA. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
Year 2: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
Year 3: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
Year 4: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
Year 5: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
Year 6: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
Year 7: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
Year 8: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
Year 9: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
Year 10: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
Year 11: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
Year 12: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
Year 13: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
Year 14: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
Year 15: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
Year 16: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
Year 17: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
Year 18: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
Year 19: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
Year 20: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
Year 21: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
Year 22: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
Year 23: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
Year 24: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
Year 25: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the PPA Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com

EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Customer's Signature:

Please print name: _____

EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____*[Date]*.

Customer's Signature:

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, {customerNameLessee} and {customerNameCoLessee} ("Customer"), intend to enter into a PPA agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this PPA ("PPA") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name:

Account Type: Checking

Routing No.:

Account No:

I understand that SunPower will process debit and credit entries to the above referenced account on or after the due date of each monthly payment in an amount equal to my most recent statement, except as expressly agreed to between SunPower and me.

I represent to SunPower that all persons whose signatures are required to withdraw funds from the above referenced account have executed this authorization agreement. I also hereby acknowledge that I have retained a copy of this authorization agreement for my records.

I hereby acknowledge that SunPower may process debit and credit entries for PPA monthly payments or any other sum due and payable to SunPower or Customer pursuant to the referenced PPA between SunPower and me. I will receive advance notice of any debit that varies from the invoiced PPA monthly payment amount. I also acknowledge that SunPower may assign the PPA to a third-party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the PPA is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable PPA or your obligation to make the required PPA payments.

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (New Homes Provisions)

The following explains why this PPA complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the PPA should not be included in your debt-to-income (DTI) ratio calculation because the PPA:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the PPA for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your PPA term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the PPA.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

Subordination. Without limiting Equipment Provider's rights to the System under the PPA, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this PPA and the intent hereof, and evidencing this PPA, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This PPA may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This PPA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This PPA shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This PPA may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT E (New Homes Provisions) – cont'd

CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT

The terms of this Addendum apply to the PPA only if the roof associated with the Customer's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Power Purchase Agreement (**"Addendum"**) is attached to and forms a part of the Solar Power Purchase Agreement (**"PPA"**) between {customerNameLessee} (**"Customer"**) and SunPower Capital, LLC (together with its successors and assigns, **"SunPower," "We," "Us"** or **"Our"**), concerning the solar panel system (**"System"**) described in the PPA.

The System that serves Customer's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Customer and SunPower are entering into this Addendum in order to supplement, modify and clarify certain provisions of the PPA to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the PPA. If there is a conflict between the PPA and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

SunPower and Customer agree that the PPA is amended as follows:

1. SunPower and Customer acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the PPA to "Property" or "Home" shall mean the condominium unit owned by Customer in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the PPA is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(c) of the PPA is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. The third sentence of Section 4(e) is hereby amended and restated as follows:

   "During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

5. Section 4(g) is added to the PPA as follows:

   "(g) Easement Agreement and Grant of Easement

   SunPower and Customer acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the SunPower may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without

limitation, elimination of shading to the Systems, SunPower obligations concerning performance of System maintenance work, and SunPower and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this PPA and the Easement Agreement (if any), SunPower and Customer agree that the Easement Agreement shall control concerning the Association Property.

6. Pursuant to Section 5 of the PPA, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the PPA. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the PPA.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who purchases the electricity from the System under the PPA," and (iii) any other provision of the PPA or Limited Warranty to the contrary, SunPower agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Customer or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 5 of the PPA:

"SUNPOWER SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with SunPower. SunPower shall cause Operator to effectuate this Section.

EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

THE CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869 REQUIRES THAT WE PROVIDE CALIFORNIA RESIDENTS WITH THE FOLLOWING DISCLOSURES. THE ANSWERS TO THE FOLLOWING QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE PPA AND ONLY SUMMARIZE CERTAIN TERMS OF THE PPA. PLEASE READ THE TERMS OF THE PPA CAREFULLY, AS THE TERMS OF THE PPA, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH THE SUNPOWER. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE PPA, THE TERMS OF THE PPA ARE CONTROLLING.

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. PPA consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

3. ***Who maintains and operates the System?*** As the Customer of the System, you are primarily obligated to notify SunPower if the System isn't working properly. SunPower, as owner of the System, will be responsible for any necessary maintenance and operation of the System. SunPower will ensure that the System is protected against damage, theft, destruction, confiscation, requisition, inoperability or incapacity unless you damage or destroy the System intentionally or through your gross negligence, in which case you will be responsible.

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) seek reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

(8) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

5. ***What happens at the end of the PPA?*** At the end of the PPA, if you are not in default, you will have two options:

(a) You may extend the PPA term. The rental rate for any extended term will be provided to you in writing by SunPower. If you wish to exercise this option, you have to notify SunPower at least 60 days but not more than 180 days before the original PPA term expires. If you extend the PPA term, the System will remain in place until the extended PPA term has expired; or

(b) Upon notice to SunPower, you may request that SunPower remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.

EXHIBIT L-1

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory Solar Lease or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Lease or Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either purchase or lease the System at Buyer's sole and exclusive cost. Any lease of the System will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase or lease a System, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the lease or purchase of the System, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to purchase or lease the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to lease the System, the lease will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to lease the System, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either purchase or lease the System within the timeframes set forth in this Addendum. The System purchase program and lease program are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the Lease, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

DS DS
TM _____ Contractor

3.1 **Battery**. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the Lease or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the Lease or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the Lease, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. **PURCHASE OF A SYSTEM**. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 **Warranty**. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet

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port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM LEASE PROGRAM**. If Buyer elects to lease a System from Solar Provider, Buyer will enter into a Solar Lease Agreement ("**Lease**") with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The Lease and any related documents are prepared by Solar Provider and Buyer should review the Lease and any related documents carefully and understand them prior to entering into the Lease or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the Lease or solar leases in general. Buyer will make monthly payments to Solar Provider under the Lease.

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Seller will not be a party to the Lease. Under the Lease Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's lease program; provided, however, that the provisions of the Lease and/or other Solar Provider lease program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 **About the Lease**. The Lease has an initial term of 25 years. The billing cycle under the Lease begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the Lease, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The Lease is for the equipment specified in the Lease and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The Lease may be subject to automatic renewal under its terms. Buyer should review the Lease and understand any automatic renewal of the Lease and any related conditions or provisions before entering into the Lease.

5.2 **Warranty and Production Guarantee**. The Lease contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the Lease, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the Lease. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering leasing the System. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who lease a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Lease or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Lease and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company..

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the Lease, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with leased solar panels. The Lease form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into a Lease, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including,

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without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer leases solar panels, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that leasing a System may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 Other Lease Issues. If Solar Provider removes the System upon the expiration of the Lease or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a Lease, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the Lease may contain specific requirements for Buyer if Buyer sells or transfers the Home during the Lease term, which may include the obligation to either transfer the Lease obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the Lease), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE LEASE. BUYER SHOULD REVIEW THE ENTIRE LEASE CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the Lease, the Lease documents or the Lease program, buyer should contact Solar Provider.**

6. OTHER INFORMATION ABOUT THE SYSTEMS.

6.1 Limited Warranty.

6.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

6.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the

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installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the Lease with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or

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residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

9. **SOLAR ACT AND IMPROVEMENTS**.

9.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. **FURTHER INFORMATION REGARDING SOLAR**.

10.1 **Marketing Materials**. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements.

10.2 **Information from the State of California**. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider the lease payment you pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for purchasing or leasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the Lease, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to lease or purchase the System.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a Lease for the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a Lease with Solar Provider for the System, (ii) Buyer's failure to enter into the Lease by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a Lease or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a Lease or purchase of the System. If the System has been so designated as being subject to a Lease, then Buyer will be required to enter into the Lease or assume the Lease within the timeframes set forth in this section.

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11.1 **Acknowledgment of Lease Qualification Requirements**. If Buyer elects to enter into a Lease for the System, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the Lease. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the Lease prior to Buyer selecting the Lease option. If Buyer selects the Lease option and fails to qualify for the Lease, Buyer is advised that the failure to enter into the Lease shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to lease or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any Lease, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName»	Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

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EXHIBIT L-2

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory PPA or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase or System Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**"), or purchase the System at Buyer's sole and exclusive cost. Any PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase a System or purchase the power generated by a System under the PPA, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to enter into the PPA or purchase a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the purchase of a System or the purchase of the power generated by a System under the PPA, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to enter into the PPA or purchase the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to purchase the power generated by a System under the PPA, the PPA will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, PPA terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to enter into the PPA, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either enter into a PPA to purchase the power generated by the System or purchase the System within the timeframes set forth in this Addendum. The System purchase program and PPA are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the PPA, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared

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by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to enter into a PPA or purchase a System.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the PPA or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the PPA, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. PURCHASE OF A SYSTEM. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 Warranty. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

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4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM PPA PROGRAM**. If Buyer elects to enter into an agreement with Solar Provider to purchase from Solar Provider all of the electricity generated by the System, Buyer will enter into a PPA with Solar Provider within

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the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's PPA program carefully and understand them before electing to enter into the PPA or signing any documents.**

5.1 **About the PPA**. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA.

5.2 **Warranty and Production Guarantee**. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering entering into a PPA. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

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5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into the PPA, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

6. **OTHER INFORMATION ABOUT THE SYSTEMS**.

6.1 **Limited Warranty**.

6.1.1 **Warranty and Service of a System**. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 **Seller's Limited Warranty**. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

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6.2 **Solar Provider and System Component Manufacturers' Warranties**. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

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9. SOLAR ACT AND IMPROVEMENTS.

9.1 Solar Shade Control Act. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 Shading Restrictions. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 Homeowner Replacement of System or Upgrade to System After Closing. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. FURTHER INFORMATION REGARDING SOLAR.

10.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to enter into a PPA or purchase the System, investment decisions or tax decisions, or when executing other binding agreements.

10.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA or purchasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to enter into the PPA or purchase the System.

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"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a PPA, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a PPA or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a PPA or purchase of the System. If the System has been so designated as being

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subject to a PPA, then Buyer will be required to enter into the PPA or assume the PPA within the timeframes set forth in this section.

11.1 **Acknowledgment of PPA Qualification Requirements**. If Buyer elects to enter into a PPA, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the PPA prior to Buyer selecting the PPA option. If Buyer selects the PPA option and fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to enter into a PPA or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName»	Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

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«BuyerSubdivision»
«BuyerLotNo»

By: _____ _____
Name: _____ Date
Title: _____

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EXHIBIT L-3

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory PPA ONLY)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. In connection with Buyer's entry into the Purchase Agreement and purchase of the Home, Buyer is required to enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**") at Buyer's sole and exclusive cost within the time frames set forth in this Addendum. The PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the requirement to enter into the PPA with Solar Provider; (ii) the additional expense to purchase the power generated by a System under the PPA and (iii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home. If Buyer does not want to enter into the PPA, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete the availability or accompanying terms associated with any System and/or the terms of the PPA offered by Solar Provider, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Solar Provider, or its agents or assignees, will install the System and the PPA will be offered by and entered into with Solar Provider or its affiliate. In order to provide you with information regarding the System and the PPA terms, including the costs thereunder, and how the System and/or solar energy works in relation to the grid power, the estimated solar savings, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. SYSTEM EQUIPMENT. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). Sample copies of the PPA, , and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before entering into a PPA.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as

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part of the System, and only as specified in the PPA for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA. In addition, the Guaranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty. Buyer should review carefully review the PPA, Guaranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. SYSTEM PPA PROGRAM. Buyer is obligated to enter into a PPA with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. **A sample copy of the PPA prepared by Solar Provider is available from Seller for Buyer's review and Buyer should carefully review the PPA (including any addendum thereto) and understand it before entering into the Purchase Agreement to purchase the Home or the PPA.** Any questions regarding the PPA should be directed to Solar Provider. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The System will be owned by the Solar Provider and Solar Provider may file a fixture filing and other notices after Closing in order to document Solar Provider's ownership of the System. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum.

4.1 About the PPA. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer are the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA. The PPA may also include an addendum which modifies certain rights and obligations of Buyer and Solar Provider under the PPA, and if such addendum exists, Buyer should review and understand it prior to entering into the PPA.

4.2 Warranty and Production Guarantee. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider, subject to certain limitations and exclusions, as set forth therein. Any warranty on the System is issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar

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Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty prior to entering into a PPA. Seller's Limited Warranty does not cover the System.

4.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

4.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans due to entry into the PPA. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

4.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

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5. OTHER INFORMATION ABOUT THE SYSTEMS.

5.1 Limited Warranty.

5.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Guaranty.

5.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Guaranty, (iv) the performance by Solar Provider under the Guaranty, (v) any warranty from a System Component (if applicable), (vi) the performance by any System Component Manufacturer under such manufacturer's warranty (if applicable), or (vii) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

5.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

5.3 Placement of Systems. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the

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Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

5.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider. A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

5.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

6. **SYSTEM PERFORMANCE**.

6.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

6.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

6.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or

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implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

6.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

7. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

8. **SOLAR ACT AND IMPROVEMENTS**.

8.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

8.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

8.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS**

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.

9. FURTHER INFORMATION REGARDING SOLAR.

9.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to purchase the Property and enter into the PPA, investment decisions or tax decisions, or when executing other binding agreements.

9.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home or entry into the PPA.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions

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at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

10. BUYER TO ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement.

10.1 Acknowledgment of PPA Qualification Requirements. Buyer acknowledges that entering into the PPA is a mandatory requirement of the Property purchase, and: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. If Buyer fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Enter Into Documentation Within Specified Period".

11. ACKNOWLEDGMENTS OF BUYER. By signing this Addendum, Buyer additionally acknowledges and agrees that:

11.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

11.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

11.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision to purchase the Home and enter into the PPA;

11.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

11.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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EXHIBIT C

TAYLOR MORRISON

MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

CONTRACTOR: **State & Entity Type**	SunPower Corporation Systems, a Delaware corporation	**TAYLOR MORRISON:**	Taylor Morrison Services, Inc., a Delaware corporation
DBA (if applicable)		**DIVISION NAME:**	Bay Division
ADDRESS: (Also include physical address, if different than mailing address)	PO Box 59752 Los Angeles, CA 90074-9752	**ADDRESS:**	2603 Camino Ramon, Suite 450 San Ramon, CA 94583
ATTN:	Matt Brost	**ATTN:**	Heather Mercer
TELEPHONE:	(512) 381-7580	**TELEPHONE:**	(925) 529-8710
EMAIL:	mattbrost@sunpower.com	**EMAIL:**	hmercer@taylormorrison.com
LICENSE #: (if applicable)	890895	**LICENSE #:** (if applicable)	519465
FED. TAX ID #:	20-8248962	**FED. TAX ID #:**	95-3585262

This Master Agreement for Vertical Construction Services ("**Agreement**") is made effective as of September 20, 2022 ("**Effective Date**"), and shall govern the relationship between Contractor and Taylor Morrison for any new home construction and associated lot improvement project as described in the Contract Documents, as defined below (a "**Project**"), which may include reference to a specific new home and associated lot improvements (collectively, a "**Home**" or "**Home Construction**") on which Contractor provides services to the Taylor Morrison Division identified above. Contractor and Taylor Morrison agree as follows:

ARTICLE 1--RELATIONSHIP OF THE PARTIES

This Agreement establishes the terms and conditions on which Taylor Morrison may, from time to time, and in Taylor Morrison's sole discretion, purchase or obtain from Contractor the labor, supervision, administration, and other activities, and the equipment, tools and materials as required by the terms of this Agreement to complete the Work (as defined below) set forth in the Contract Documents (as defined below). Once executed, the provisions of this Agreement shall apply to and become part of any bid submitted by Contractor and accepted by Taylor Morrison. The parties' obligations with respect to the Work under the Contract Documents are expressly governed by the terms and conditions contained or referred to herein and shall be considered a part of any and all Purchase Orders that may be issued by Taylor Morrison hereafter to Contractor. Any additional or different terms and conditions set forth in any invoices, acknowledgements, or similar writings produced by Contractor, including but not limited to general conditions relating to contractual risks, duties, indemnification, insurance requirements, limitations of liability, or legal responsibilities of the contractual parties, are objected to by Taylor Morrison, and will not be binding upon either party unless specifically agreed to in writing by an authorized representative of such party, which in the case of Taylor Morrison shall mean a President, Vice President, or Board appointed Authorized Agent of the applicable Taylor Morrison Division identified above, and in the case of Contractor shall mean the Supervisor (as defined below). This Agreement is non-exclusive and is not a requirements contract. Taylor Morrison reserves the right to use its own resources and employ other contractors or subcontractors, or Taylor Morrison's own forces, to perform Work or services on any Project. The purpose of this Agreement is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event Contractor performs any Work for Taylor Morrison pursuant to the Contract Documents. Wherever this Agreement confers rights and benefits to Taylor Morrison, those are equally applicable to and available to Owner (as identified in the Project-specific Community Pricing Schedule Addendum defined below), and as such, any reference to the term "**Taylor Morrison**" throughout this Agreement is not done to the exclusion of "**Owner**", but rather specifically includes Owner as provided for herein, including without limitation, indemnification provisions and additional insured status, and further that those entities are intended express third party beneficiaries to this Agreement and any Contract Documents governing the parties hereunder.

ARTICLE 2--CONTRACT DOCUMENTS, COMMUNITY PRICING SCHEDULE ADDENDUM, PURCHASE ORDERS AND ELECTRONIC COMMUNICATIONS PROTOCOL

2.1 CONTRACT DOCUMENTS. This Agreement and any amendment hereto (if applicable), together with the exhibits, addenda and other hard or electronic documents described below, shall be collectively referred to as the "**Contract Documents**," and are hereby incorporated into and made part of this Agreement:

(a) General Conditions (Exhibit A);
(b) Scope of Work Addendum (A representative form of a Scope of Work Addendum is attached as Exhibit B);
(c) Site Safety Rules (Exhibit C);
(d) Any Community Pricing Schedule Addendum or Change Orders (as defined below) issued pursuant to this Agreement (A representative form of a Community Pricing Schedule Addendum is attached as Exhibit D);
(e) Insurance Requirements (Exhibit E);
(f) Payment Terms (Exhibit F);
(g) Electronic Communication Protocol (Exhibit G);
(h) Joint Check Agreement (Exhibit H);
(i) Plans and Specifications (www.HyphenSolutions.com); and
(j) Any Purchase Orders or VPOs (as defined below) issued pursuant to this Agreement.

2.2 SCOPE OF THIS AGREEMENT. This Agreement does not authorize Contractor to commence any Work until such time as Taylor Morrison delivers to Contractor both a Community Pricing Schedule Addendum for the Work in the form of the representative Community Pricing Schedule Addendum set forth in Exhibit D (the "**Community Pricing Schedule Addendum**") and a Purchase Order (the "**Purchase Order**") which, from time to time, will be provided by Taylor Morrison to Contractor in Taylor Morrison's sole discretion for each Home Construction. In addition to the Community Pricing Schedule Addendum and Purchase Order, Contractor hereby acknowledges and agrees to be bound by the terms and conditions contained in the General Conditions attached hereto as Exhibit A and the Insurance Requirements attached hereto as Exhibit E.

2.3 SCOPE OF WORK. Contractor agrees to furnish all supervision, labor, materials, equipment, facilities, technology, and services required to complete the Work based upon the applicable Scope of Work Addendum, a representative form of which is attached hereto as Exhibit B (collectively, whether one or more, the "**Scope of Work**") (hereinafter, collectively the "**Work**") in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all supervision, labor, materials, equipment, facilities, technology and services that are:

(a) reasonably inferable from the Scope of Work specified;
(b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
(c) necessary for the successful, timely and safe completion of the Work;
(d) necessary to cut, fit or patch portions of the Work as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
(e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and Homeowner (as defined below) or Homeowner Association warranty requests approved by Taylor Morrison.

2.4 ACCEPTANCE OF COMMUNITY PRICING SCHEDULE ADDENDUM AND PURCHASE ORDER(S). If Contractor commences performance of the Work, with or without a Community Pricing Schedule Addendum and Purchase Order, it will be deemed to have accepted the terms and conditions of this Agreement. If Taylor Morrison issues a Community Pricing Schedule Addendum and Purchase Order for a Project, and Contractor undertakes Work on the Project, Contractor, by undertaking the Work, will be bound by the Community Pricing Schedule Addendum and Purchase Order just as if Contractor had signed both such documents. If Contractor commences Work on a Project without both a Community Pricing Schedule Addendum and Purchase Order having been issued by Taylor Morrison, it shall do so at its own risk and cost. Taylor Morrison may subsequently issue a Community Pricing Schedule Addendum and Purchase Order, which shall govern all Work performed before and after the Community Pricing Schedule Addendum and Purchase Order(s) are issued, unless it specifically provides otherwise.

2.5 COMMUNITY PRICING SCHEDULE ADDENDA, PURCHASE ORDERS, VARIANCE PURCHASE ORDERS AND CHANGE ORDERS.

2.5.1 A Community Pricing Schedule Addendum shall be created by Taylor Morrison, as applicable, and delivered to Contractor for its signature or deemed approval as provided in Section 2.4. All materials, quantities, prices, as well as all additional inclusions and exclusions for Contractor's Work on a Project that supplement or amend the terms of this Agreement are listed on a Pricing Schedule Addendum. The Community Pricing Schedule Addendum will also specify if Contractor will or will not be enrolled in Taylor Morrison's OCIP, as defined below, for the project. All Community Pricing Schedule Addenda are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Contract Documents shall be paid in the amounts listed on the Community Pricing Schedule Addendum, except to the extent modified by Change Order, and will not be adjusted after the Work has achieved substantial completion (as defined below).

2.5.2 Purchase Orders are created by Taylor Morrison and are available to Contractor as provided in Exhibit G. Whereas a Community Pricing Schedule Addendum establishes the price for Work to be undertaken at a Project, the Purchase Order is intended to supplement the Community Pricing Schedule Addendum by providing Contractor the notification required to commence a specific portion of the Work described in such Purchase Order. The Purchase Order may also specify color and style selections, or other pertinent information, if applicable. All Purchase Orders are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed under the Purchase Order shall be paid in the amounts listed on the Community Pricing Schedule Addendum and Purchase Order and, except to the extent modified by Change Order will not be adjusted after the Work is complete.

2.5.3 Variance Purchase Orders ("**VPO's**") and Variance Purchase Orders (Extra Purchase Orders) ("**VAR (EPO's)**") are for construction field variances on a single lot only and are issued by Taylor Morrison, if and when applicable. Unless otherwise agreed to in writing by Taylor Morrison, no deviation in the Work is to be done by Contractor prior to the issuance of a VPO. Once Taylor Morrison creates a VPO, which will be available to Contractor as provided in Exhibit G, then construction of the Work described therein can begin. Unless otherwise agreed to in writing by Taylor Morrison, if Contractor engages in Work prior to the issuance of the applicable VPO, Taylor Morrison shall not have any liability for payment for such Work.

2.5.4 Change Orders ("**Change Orders**") are for changes to the pricing, quantities, materials and/or Work described in a particular Community Pricing Schedule Addendum and/or Purchase Order that will affect every lot and/or plan going forward subject to a specific Community Pricing Schedule Addendum. The Change Order will be issued by Taylor Morrison and not the Contractor. Unless otherwise agreed to by Taylor Morrison, no deviation in the Work described in a Purchase Order is to be done by Contractor or Contractor's subcontractors prior to the issuance of a Change Order. Once Taylor Morrison creates a Change Order, which will be delivered to Contractor for its signature, then construction of the Work under a Purchase Order described therein can begin subject to the Change Order.

2.5.5 If Contractor engages in Work without a fully executed Community Pricing Schedule Addendum and issued Purchase Order, as well as an issued VPO, if applicable, or fully executed Change Order, if applicable, Taylor Morrison shall not have any liability for payment for such Work.

2.6 ELECTRONIC COMMUNICATION PROTOCOL. To help facilitate uniform and secure transmittal of electronic communications, and to protect and preserve data exchanged via electronic communications, the parties hereby agree that their electronic communications on any Project will be governed by Exhibit G.

ARTICLE 3--CONTRACTOR'S OBLIGATIONS AND REPRESENTATIONS

3.1 REPRESENTATIONS AND WARRANTIES. Contractor hereby, and at all times during the performance of any Work, represents and warrants that:

(a) Contractor is an expert in its field and trade;
(b) Contractor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under the Contract Documents;
(c) Contractor is a duly formed and existing entity and is authorized to do business in the state where the Project is located;

(d) Contractor is properly qualified, certified and licensed by all governmental and quasi-governmental authorities with jurisdiction over any Project, and shall continue to be so certified and licensed at all times during performance of the Work (inclusive of any warranty obligations hereunder);

(e) Contractor has disclosed to Taylor Morrison, in writing, any pending claims and actions, including arbitration and litigation, in which it is a party;

(f) Contractor's execution and delivery of the Contract Documents, where required, and performance of the Work, is within its duly authorized powers and has been duly authorized;

(g) Contractor is, at all times, in compliance with all health and safety requirements and training, as required in the local jurisdiction; and will at all times during the performance of the Work maintain a competent person responsible for all safety and health requirements at the Site (as defined below);

(h) Unless otherwise set forth in the Contract Documents, Contractor shall give public authorities all notices required by law and shall obtain, maintain and pay for all necessary permits, licenses and renewals pertaining to Contractor and the Work; and

(i) Contractor shall timely provide to Taylor Morrison copies of any and all notices, permits, licenses and renewals required under the Contract Documents.

3.2 SUPERVISION. Prior to commencement of the Work, Contractor shall specify its supervisor for each Project (the "**Supervisor**") and will notify Taylor Morrison in writing as to the name and contact information for such Supervisor. Contractor shall immediately notify Taylor Morrison in writing of any temporary or permanent changes to such designee. At any time Contractor is performing the Work, and at other times as necessary, the Supervisor shall be present at the Site. Contractor represents that the Supervisor: (i) is highly qualified and has an excellent record of experience and performance on work similar to the Work; (ii) has the linguistic skills necessary to communicate with Contractor's employees, subcontractors, suppliers and others for whom Contractor is responsible, whatever their primary language may be, as well as to communicate fully with Taylor Morrison and its contractors; (iii) is fully knowledgeable regarding the Work and the requirements of the Contract Documents; and (iv) is authorized to respond to the needs and requirements of Taylor Morrison without obtaining further authorization. If Contractor fails to have adequate supervision on the Site, in addition to any other remedies available to Taylor Morrison under this Agreement, Taylor Morrison may supply its own supervision, at Contractor's sole cost, or in the alternative, cause all Contractor's employees to cease Work until adequate supervision is provided, again at Contractor's sole cost.

3.3 CORRECTION OF DEFECTIVE WORK. At any time during performance of the Work and so long as Taylor Morrison or Owner remains liable for any portion of the Work, and at the request of Taylor Morrison, Contractor shall remove and repair or replace any of its workmanship, materials and equipment that are defective or substandard and any equipment that fails to develop ratings, capacities, or characteristics required by the Contract Documents or as may be required due to the application of California law, including Civil Code § 895, et seq. (including without limitation, the failure to comply with the functionality standards or other requirements of Title 7, Civil Code §§895, et seq.) and/or any cosmetic and/or fit and finish defects (collectively, the "**Defective Work**"), at Contractor's sole expense and Taylor Morrison's convenience. Contractor shall also pay all damages, fees, fines, and expenses incurred in removing, replacing, or repairing other Work required as a result of removing, replacing or repairing any part of its Defective Work.

3.4 SAFETY.

3.4.1 Contractor acknowledges that Contractor, and not Taylor Morrison, is the "**Controlling Employer**" and therefore has the authority and responsibility for the safety of its employees, other contractors, subcontractors, sub-subcontractors, consultants and materialmen, as well as the safety of other subcontractors, sub-subcontractors, consultants and trades in relation to Contractor's Work or trade, while on the job Site. In furtherance thereof, Contractor shall provide safe and sufficient facilities at all times. Contractor shall take all safety measures related to its Work or trade as required by Taylor Morrison and all applicable laws, ordinances, rules, regulations and orders of any public authority including, without limitation, the California Occupational Safety and Health Act of 1973 and all rules and regulations promulgated by the California Department of Industrial Relations pursuant to said Act.

3.4.2 Contractor shall be responsible to Taylor Morrison for the reimbursement of any damages suffered by Taylor Morrison as a result of Controlling Employer's failure to comply with the terms of this Section 3.4, including any fines or penalties and damages due to claims against Taylor Morrison and/or Owner for injury to persons or property.

3.4.3 Contractor, by execution hereof, verifies that all personnel assigned to perform the Work have completed safety training specifically required by state/federal OSHA and will be qualified by training and/or experience to complete the assigned Work. All necessary personal protective equipment deemed appropriate for the Work assignment will be

provided by Contractor at its expense to all personnel who will be instructed by Contractor in the proper selection, care and use of such safety devices and safeguards. Material Safety Data Sheets ("**MSDS**") related to products which may be used on the Project will be provided to Taylor Morrison, and any personnel who may be required or permitted to use such products will have been made aware of the risks associated with such materials and the safety precautions necessary to protect people, property and the environment. As the "Controlling Employer" with regard to the safety of its own employees, Contractor shall have a designated "Responsible, Authorized Person for Safety" on the job Site at all times that Contractor's personnel are working on the Project, Contractor will identify and arrange for additional safety training as the need arises, will perform continuous hazard recognition for unsafe work practices and/or unsafe work conditions and will abate same, and will eliminate all unacceptable risks howsoever created. It is a condition of this Agreement that Contractor have an effective safety and health program that meets or exceeds OSHA requirements. Contractor shall comply with all requirements and standards with respect to occupational health and safety, accident prevention and safety equipment and practices, health and safety training of Contractor's employees and any subcontractor employees on Site, and any accident prevention and safety program of Taylor Morrison, including the Site Safety Rules attached hereto as Exhibit C and the General Conditions attached hereto as Exhibit A. It is Contractor's responsibility to report any safety or health hazards or potential hazards before commencing any activity that poses any hazard to any person, property or the environment.

3.4.4 Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, or any other loss, damage or expense, arising directly or indirectly out of the obligations imposed upon Contractor by this Article 3.4, or out of the operations conducted by Contractor including those due to the active or passive negligence of Taylor Morrison save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Taylor Morrison, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

3.5 HAZARDOUS SUBSTANCES. Contractor shall use only the minimum quantities of any Hazardous Substance (as defined below) required for the Work. Contractor shall ascertain the applicability of and shall fully comply with any laws, regulations or manufacturer's recommendations regarding the use, storage and disposal of any Hazardous Substance, and shall notify Taylor Morrison and other contractors on the Site sufficiently in advance, in writing, if Contractor intends to use any Hazardous Substance. Contractor shall promptly clean up and remove, by approved methods, any Hazardous Substance spilled or otherwise introduced onto the Site by or on behalf of Contractor. If Contractor encounters any Hazardous Substance on the Site, it shall immediately notify Taylor Morrison, in writing, and cease Work in the affected area until otherwise instructed by Taylor Morrison (as well as any regulatory agency, if applicable).

For purposes of this Agreement, "**Hazardous Substance**" means any materials or pollutants which pose a hazard to the Project or the Site, or to persons on or about the same, or cause the Project or the Site to be in violation of any law or local approval, or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic" or words of similar import under any applicable law or regulation, including but not limited to California Civil Code Section 2782.6(d).

3.5.1 The Safe Drinking Water and Toxic Enforcement Act of 1986 (aka Proposition 65) (the "**Act**") prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause cancer, birth defects or other reproductive harm into water or onto land where such chemical passes or probably will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor on the basis that it has less than ten (10) employees, Contractor hereby agrees to comply with all provisions of this Act relating to the discharge of Hazardous Substances on the Site.

3.6 MOLD. Contractor shall deliver the Project and all Work free from mold or conditions reasonably likely to lead to the development of mold. If mold arises out of Contractor's Work, Contractor shall bear sole responsibility and cost, after notification by Taylor Morrison, to eliminate and remediate such mold (and any resulting damages) in a manner acceptable to Taylor Morrison. However, Taylor Morrison may, in its sole discretion, eliminate and remediate such mold (with other subcontractors or otherwise) and seek any and all available remedies against Contractor, including the right to back charge or setoff. No materials supplied or installed by Contractor shall exceed acceptable moisture levels at the time of installation into the Project.

3.7 PROJECT SITE. By commencing Work, Contractor warrants that it has carefully examined the site of the Work (the "**Site**"), including but not limited to all boundary and edge conditions, proposed house construction phase locations and sequences, lumber cut yards, material storage locations, wash out pits, and security, safety, traffic and parking issues and

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concerns, to make certain that it is acceptable to Contractor and the Site is ready to accept the Work, that it has been provided full and complete access to the Site and an area in reasonable proximity to the Site for storage and preparation of materials for the Work, and Contractor has investigated and will be satisfied as to the conditions to be encountered as to the character, quantity and quality of the Work to be done and to the requirements shown on the Plans (as defined below). Contractor shall not in any respect rely upon any representation made to it by any person on behalf of Taylor Morrison but shall rely solely upon its own investigations. Contractor warrants that it has thoroughly reviewed all Contract Documents, including but not necessarily limited to the Plans, Specifications, Scope of Work Addendum, Community Pricing Schedule Addendum, Purchase Order, etc. and any other pertinent information necessary to successfully complete the Work and shall be responsible to ensure that employees, supervisors, and/or other subcontractors employed by Contractor adhere to same. Contractor warrants that it has examined all material, equipment, fixture lists, etc. and compared said lists with the Plans and Specifications to confirm accuracy, and that it is familiar with the Project Site and that its bid includes all items and quantities required for completion of the Project as intended by this Agreement. Any errors or omissions in the Contract Documents shall be called to the attention of Taylor Morrison in writing prior to Contractor's submission of its bid.

3.8 AS-BUILT PLANS AND ANNOTATED SPECIFICATIONS AND OTHER DOCUMENTATION. The Plans and Specifications (as defined below) shall be made available at the electronic location(s) specified in Exhibit G and/or by the Taylor Morrison. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

(a) as-built Plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, pipes, structural members, walls, partitions and other significant features (collectively, the "**Plans**"); and
(b) Specifications, inclusive of all annotated Specifications marked in the field to show all changes, revisions and substitutions (collectively, the "**Specifications**").

All Contract Documents provided to Contractor by Taylor Morrison pursuant to this Agreement are the exclusive property of Taylor Morrison and are not to be used by Contractor or given or assigned by Contractor to others for any purposes (including, but not limited to a request by a homeowner or prospective homeowner) not specifically agreed to in writing by Taylor Morrison or as required by law. All copies of the Plans and Specifications shall be returned to Taylor Morrison, in the condition provided, upon request.

In the event of a Specification that allows Contractor or any of its subcontractors to elect one of several brands, makes or types of material or equipment, Contractor shall show which of the allowable items was furnished. The as-built Plans and Specifications shall be kept at the Site or available in electronic format in the location specified in Exhibit G, and shall be available for inspection by Taylor Morrison and any governmental authorities or utilities.

3.9 TAXES. Contractor shall pay all applicable taxes for the Work provided by Contractor. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work.

3.10 INSPECTION OF WORK. The Work, and payment for same, shall be subject to inspection and approval by Taylor Morrison, its third-party inspectors, and/or governmental authorities and utility companies. All tests required by the governing authorities shall be made in the presence of Contractor and/or Taylor Morrison. Contractor shall furnish all tools, instruments and equipment required for testing and shall make all temporary connections. Certificates of approval shall be obtained and delivered to Taylor Morrison. If the Work or any portion of it fails to pass inspection, Contractor shall bear all costs for reinspection, detection, correction (to the satisfaction of Taylor Morrison, its third-party inspectors, and/or the relevant governmental authority or utility). Contractor shall commence corrective Work within twenty-four (24) hours after the failed inspection and shall diligently pursue the corrective Work to completion. If any dispute arises as to the quality of Contractor's workmanship or the quality or type of materials furnished, Taylor Morrison's reasonable decision shall be binding on Contractor during the course of the Work. If any portion of the Work is covered prior to required inspection or contrary to the requirements of the Contract Documents or the request of Taylor Morrison, that portion shall be uncovered or removed at Contractor's sole cost and after inspection shall be recovered or replaced at Contractor's sole cost.

3.11 PERFORMANCE AND PAYMENT BONDS. To the extent required under any Community Pricing Schedule Addendum, Contractor shall furnish within ten (10) days from the date of Taylor Morrison's written request, any performance and payment bond in a form and with a surety satisfactory to Taylor Morrison. Changes in the Contract Documents or this Agreement shall not affect surety's liability on the bond(s). Taylor Morrison and any additional party specified in the Community Pricing Schedule Addendum shall be multiple obligees on such bonds.

ARTICLE 4--CONTRACT PRICE AND PAYMENT

4.1 CONTRACT PRICE. Contractor shall perform the Work for the contract price set forth in the Community Pricing Schedule Addendum and Purchase Order accepted by Contractor as provided in Section 2.4 (the "**Contract Price**").

4.2 PAYMENT. Taylor Morrison shall pay Contractor as provided in Exhibit F, as may be modified in the Purchase Order, so long as Contractor is not in default under this Agreement, upon certification by Taylor Morrison that the portion of the Work for which payment has been requested has been completed to Taylor Morrison's satisfaction.

Taylor Morrison shall pay any amounts due within the time period specified in Exhibit F after Contractor has completed its Application for Payment as specified in Exhibit F and Taylor Morrison has accepted the Work defined in the Purchase Order. In the event of a dispute between Taylor Morrison and Contractor, Taylor Morrison may withhold from the progress payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount, if there exists a good faith dispute as to the Contractor's entitlement to such payment.

Taylor Morrison shall make final payment to Contractor of the balance due to it under each Purchase Order including Retainage, if applicable, (as defined below), within the time period specified in Exhibit F after the earliest of the following: (1) the date of the issuance of a certificate of occupancy, if applicable; (2) the date of completion of the Work set forth in a valid recorded notice of completion; or (3) the date of constructive completion that includes actual completion, occupation of the Work by Taylor Morrison, the cessation of labor for sixty (60) days, or the cessation of labor for thirty (30) days and a recorded notice of cessation, or the acceptance of the Work by a public agency. Contractor shall disburse any retentions to its subcontractors within ten (10) days of receipt from Taylor Morrison.

It is Contractor's responsibility to inform Taylor Morrison's Finance Department of any past due payments owed for Work performed. If Contractor does not provide complete documentation to the Taylor Morrison Finance Department of past due amounts owed within ninety (90) days of the Work performed, Taylor Morrison shall have no obligation to make payments for those items.

4.3 BACK CHARGES. Taylor Morrison may, upon advance notice being given to Contractor, deduct from any amounts due to Contractor any sum owed by Contractor to Taylor Morrison. Taylor Morrison shall have the right, but not the obligation, to withhold out of any payments due to Contractor an amount sufficient to completely protect Taylor Morrison against any and all loss, delay, damage or expense on account of any breach by Contractor of any Law, any provision or obligation of this Agreement, the Contract Documents or any other agreement between Taylor Morrison and Contractor, including Contractor's failure to provide proof of insurance coverage, as required by Exhibit E, or any amount Taylor Morrison claims Contractor owes.

4.4 RETENTION. Taylor Morrison may, at its sole discretion, charge retention. At least thirty (30) days prior to charging any retention, Taylor Morrison will notify Contractor in writing of its intention to do so. Thereafter, from each progress payment made prior to the time Contractor has substantially completed the Work, Taylor Morrison shall retain ten percent (10%) of the amount otherwise due after deduction of any amounts provided in Section 4.3 ("**Retainage**"). In no event shall such Retainage exceed or otherwise be in conflict with any applicable statutory requirements of this Agreement. Taylor Morrison may, in its sole discretion, reduce the amount of the Retainage at any time.

ARTICLE 5--CHANGES TO THE WORK

5.1 TAYLOR MORRISON'S RIGHT TO CHANGE WORK. During the course of the Work, Taylor Morrison may make changes of any scope or nature, including additions to and deletions from, the Work. Taylor Morrison shall issue to Contractor a Change Order, VPO, or VAR(EPO) for each change. Work performed under a Change Order, VPO, or VAR(EPO) shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work as changed. Taylor Morrison is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order, VPO, or VAR(EPO) from Taylor Morrison. Any and all extra work, change orders, work under any Community Pricing Schedule Addendum and Purchase Order, or other work at the Project, shall be governed by the provisions of this Agreement.

5.2 CONTRACTOR'S COMPENSATION FOR CHANGE IN WORK. Taylor Morrison shall determine the adjustment in Contract Price associated with the Change Order or VPO. If Contractor commences Work described in the Change Order or VPO it shall be deemed to have accepted the terms, including any change in Contract Price, set forth in the Change

Order or VPO. Any request for additional compensation, which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if in the sole opinion of Taylor Morrison the Work in question is a required item under the original Contract Documents.

ARTICLE 6--PROSECUTION OF THE WORK.

6.1 COMMENCEMENT OF THE WORK. Contractor's Work shall be commenced after the full execution of the Community Pricing Schedule Addendum, issuance of the Purchase Order(s) by Taylor Morrison, and scheduling of the Work shall be determined by Taylor Morrison as provided in Exhibit G and/or by the Taylor Morrison Representative. Contractor shall prosecute the Work: (i) in a diligent, efficient and workmanlike manner when the Work, or any part of it, becomes available; or (ii) at other times that Taylor Morrison directs, without interference or inconvenience in any way objectionable to Taylor Morrison and in strict conformity with the Plans, Specifications and Laws (as defined below), and shall meet or exceed the functionality standards enumerated in California Civil Code § 895 et seq.; and (iii) so as to not interfere or delay the work of other contractors, and shall meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. It is expressly understood and agreed that time is of the essence of this Agreement and any addenda entered into hereunder with respect to Contractor's Work.

6.2 NO DAMAGES FOR DELAY. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Taylor Morrison, or anyone for whom Taylor Morrison is responsible. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Taylor Morrison, Owner or the Project will be the right to seek an extension to Contractor's time of performance; provided, however, the granting of any such time extension shall not be a condition precedent to enforcement of the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Taylor Morrison be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

6.3 FORCE MAJEURE EVENTS. Taylor Morrison shall not be liable to Contractor for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

ARTICLE 7--SUBCONTRACTORS AND LABOR

7.1 LIST OF SUBCONTRACTORS AND SUPPLIERS. Contractor shall maintain a list, and all updates thereto, of the names, addresses and phone numbers of all subcontractors and suppliers who provided or are to provide labor for and or supply materials to Contractor in connection with the Work, and shall be required provide the same to Taylor Morrison at its request. Contractor agrees to include all terms and conditions of this Agreement in all of its subcontracts and shall incorporate all Contract Documents into its subcontracts. Contractor further agrees that any subcontract shall provide that Taylor Morrison, as defined on Page 1 of the Agreement, the Owner defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc. and its affiliates of all tiers, and any additional parties set forth in the applicable Community Pricing Schedule Addendum, will be an additional insured on all required insurance policies (except worker's compensation). Contractor agrees not to underlet, sublet, assign or subcontract any of the Work covered by this Agreement without Taylor Morrison's prior written consent, which consent may be withheld in Taylor Morrison's sole discretion. No such subcontracting shall relieve Contractor from its obligations under this Agreement, including without limitation, liability for defective Work.

7.2 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS. Taylor Morrison, in its sole discretion, may request written verification directly from Contractor's subcontractors and suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this Agreement. In the event Contractor's accounts with its suppliers or subcontractors are delinquent beyond the suppliers' or subcontractors' due date, Taylor Morrison may, but is not obligated

to, elect to withhold payment from Contractor and directly pay Contractor's subcontractors and suppliers to bring Contractor's accounts current. Any residual amount due Contractor after outstanding bills with Contractor's suppliers and subcontractors have been satisfied will then be paid to Contractor. If any demand is made on Taylor Morrison for amounts due to Contractor's suppliers or subcontractors, which is inconsistent with amounts payable by Contractor, then Taylor Morrison shall have the right to withhold payment to Contractor and retain such payment until such payment demand is reconciled to Taylor Morrison's satisfaction. Taylor Morrison may also, but is not obligated to, elect to make payment jointly to Contractor and any supplier or subcontractor of Contractor by joint check, pursuant to the specimen joint check agreement attached hereto as Exhibit H ("**Joint Check Agreement**"), which shall be executed by all parties within three (3) business days of Taylor Morrison's request therefor. Under no circumstances will Taylor Morrison be obligated to execute the Joint Check Agreement or a similar such document on Contractor's, subcontractor's or supplier's own form. Similarly, under no circumstances will Taylor Morrison be obligated to issue a joint check if the Contractor and/or Supplier fail to comply with the terms of the Joint Check Agreement.

7.3 PAYMENT OF WAGES. Contractor shall comply with all state and federal laws governing the full and prompt payment of wages, fringe or other benefit payments or contributions due its laborers, employee(s) or to a third party on any laborer's or employee's behalf including, but not limited to, compliance with the California Labor Code governing the payment of wages for the wage claimant's performance of labor included in Contractor's Work.

(a) Should Contractor subcontract with a lower tier subcontractor, Contractor shall enforce each requirement under this Section on any and all of its lower tier subcontractors who contract to perform any portion of the Work, and shall require each lower tier subcontractor to comply with and enforce these requirements in their respective subcontract agreements. Contractor shall expressly require the indemnity in favor of Indemnitees provided in Section 7.3 of this Agreement, as part of the subcontract agreement with any such lower tier subcontractor, and Contractor shall require by subcontract agreement that any lower tier subcontractor provide all information required to be submitted as set forth in Section 7.3 of this Agreement including, but not limited to, the certification(s) to be delivered by lower tier subcontractors regarding the payment of wages, all as set forth below.

(b) Contractor agrees to assume, and be liable for, any and all debt or sums owed to: (i) any person or entity that may be a wage claimant as provided in the California Labor Code, or (ii) any third party on behalf of such a wage claimant (collectively, "**Wage Claimant**"), for any debt or sum owed as a result of, arising, from or related to the performance of labor for any portion of the Work, whether such Wage Claimant was employed by Contractor or by any of its lower tier subcontractors.

(c) Prior to commencing any portion of the Work, Contractor shall provide Taylor Morrison award information that includes the Project name, name and address of each and every lower tier subcontractor whom the Contractor has under subcontract, anticipated start date, duration, and estimated journeymen and apprentice hours, and contact information for each of its lower tier subcontractors on the Project. Contractor shall require by subcontract agreement that any lower tier subcontractor provide the same information to Taylor Morrison for any of its lower tier subcontractors for the Project.

(d) For each invoice for payment submitted by Contractor, Contractor shall submit: (i) a certification from Contractor that it has paid all wages, fringe or other benefit payment or contributions due any Wage Claimant; and (ii) a certification from each of Contractor's lower tier subcontractors that it has paid all wages, fringe or other benefit payment or contributions due to any Wage Claimant; in each case, for all work covered by the invoice for payment.

(e) Contractor shall maintain accurate payroll records, which, at a minimum, shall contain the information set forth in subdivision (a) of California Labor Code section 226, and which are payroll records as contemplated by California Labor Code section 1174, of its employees who are providing labor on any portion of the Work ("**Payroll Records**"). Contractor shall also require all lower tier subcontractors to maintain accurate Payroll Records for employees who are providing labor on any portion of the Work in their respective subcontract agreements.

(f) If requested by Taylor Morrison, Contractor shall provide copies of Payroll Records that shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. The Payroll Records must contain information sufficient to apprise Taylor Morrison of the payment status of the Contractor and its lower tier subcontractors' payment status in making fringe or other benefit payments or contributions to a Wage Claimant.

(g) In the event that Contractor receives notice of a claim or has knowledge of any claim by any of its employees or any Wage Claimant relating in any way to the payment of wages for the Project, Contractor shall immediately notify Taylor Morrison of such claim and any information received to date by Contractor regarding such claim. Contractor shall thereafter have a continuing obligation to cooperate and communicate with Taylor Morrison regarding such claim, including but not limited to providing Taylor Morrison with any new information or documentation it receives related to such claim.

(h) Should Contractor or any lower tier subcontractor not provide any requested Payroll Records, any notice of claim by Contractor employee or Wage Claimant, or any other information to be provided to Taylor Morrison pursuant to this Section 7.3 in a timely manner, then Taylor Morrison may back charge or withhold from monies owing to Contractor, any amount reasonably believed necessary to protect it from any claims related to the foregoing, including any incurred attorney fees and costs, until Contractor or its lower tier subcontractor provides the requested information. Such amount shall be withheld as "disputed" under the California Labor Code until Taylor Morrison is provided with all requested information to its satisfaction. This is in addition to any other rights Taylor Morrison may have to withhold under the Agreement.

(i) To the fullest extent permitted by applicable law, Contractor shall be obligated to indemnify, defend and hold harmless the Indemnitees (as defined in Section 9.1 below), against any and all claims, damages, injury, loss, liability and expense, including but not limited to, attorneys' fees and expert fees incurred as a result thereof, arising out of, connected with or related in any way to any claim that is made against Taylor Morrison or any of the Indemnitees, whether directly or indirectly, alleged or actual, for unpaid wage, fringe or other benefit payment or contribution by a Wage Claimant for such Wage Claimant's performance of labor for any portion of the Work, which includes, but is not limited to, claims that are brought against Taylor Morrison or any of the Indemnitees pursuant to the California Labor Code for any claim, damages or loss arising out of, connected with or related in any way to Contractor's or any of its lower-tier subcontractor's actual or alleged failure to pay or be paid, including, but not limited to unpaid wages, attorneys' fees, costs and expert fees, fringe or other benefit payment or contribution, interest, penalties, liquidated damages, or otherwise as may be assessed against Taylor Morrison or any of the Indemnitees (collectively, "**Wage Claims**").

Contractor's duty to defend Taylor Morrison and the Indemnitees arises immediately upon tender of the Wage Claim to Contractor and is entirely separate from, independent of and free of Contractor's duty to indemnify Taylor Morrison and the Indemnitees elsewhere in this Agreement, and includes, without limitation, defense of Taylor Morrison and the Indemnitees to the fullest extent permitted by applicable laws regardless of whether the issue of Taylor Morrison's and the Indemnitees' liability has been determined and whether or not Taylor Morrison or any Indemnitees have paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from such Wage Claims. It is the parties' intent that Taylor Morrison and the Indemnitees shall be entitled to summary adjudication of Contractor's duty to defend Taylor Morrison and the Indemnitees during any stage of a Wage Claim. The prevailing party in any action to enforce the indemnity provisions herein shall be entitled to recover its reasonable attorneys' fees and costs. Contractor shall defend Taylor Morrison and the Indemnitees at Contractor's sole cost and expense and with legal counsel approved by Taylor Morrison, which approval shall not be unreasonably withheld.

(j) If requested by Taylor Morrison, Contractor shall furnish payment bonds in the amount of the Contract Price covering the payment of all obligations arising under this Section 7.3. Prior to commencement of the Work by Contractor, Contractor shall pay the premium on such payment bonds and provide evidence of its payment to Taylor Morrison. Contractor acknowledges that such payment bond shall not be released until the following conditions are satisfied: (i) after the one-year statute of limitations set forth under the California Labor Code expires; and (ii) any and all claims for unpaid wage, fringe or other benefit payment or contribution by any Wage Claimant for the performance of labor for any portion of the Work, including any and all claims to enforce the defense, indemnity and hold harmless provisions herein against Taylor Morrison, are fully adjudicated.

7.4 LIENS AND ENCUMBRANCES. In consideration of Taylor Morrison entering into this Agreement and to the extent permitted by Law, Contractor agrees that no liens shall be recorded/filed or maintained against a Project or Taylor Morrison by Contractor or its subcontractors or suppliers. To confirm such agreement, Contractor shall provide executed waivers of liens in proper statutory form for the state in which the Project is located or as otherwise requested by Taylor Morrison. If any of Contractor's subcontractors or suppliers files or maintains any such lien or claim, and provided Taylor Morrison is making payment to Contractor in accordance with the terms of this Agreement, Contractor shall immediately cause such lien and claim to be satisfied, removed or discharged at its own expense by release bond, payment or otherwise. Taylor

Morrison shall have the right at any time and without notice to or opportunity to cure by Contractor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed or discharged by whatever means Taylor Morrison chooses, at the entire cost and expense of Contractor, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS TAYLOR MORRISON, OWNER AND THE PROJECT FROM AND AGAINST ANY AND ALL SUCH LIENS AND CLAIMS AND ACTIONS BROUGHT OR JUDGMENTS RENDERED THEREON, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH TAYLOR MORRISON MAY SUSTAIN OR INCUR IN CONNECTION THEREWITH.

7.5 LAWS. Contractor shall ascertain the applicability of and shall comply with all applicable federal, state and local laws, statutes, rules, codes, orders, regulations and ordinances including but not limited to all immigration, labor, environmental, tax, social security, unemployment compensation, workers' compensation and safety laws, building codes, statutes, rules, codes, orders and regulations (collectively, "**Laws**"). Contractor shall ensure that all employees of Contractor, and all employees of any of its subcontractors or suppliers, are fully documented and legally permitted to work in the United States. Contractor shall assume the defense of, and indemnify, protect and save harmless Taylor Morrison, its subsidiaries, affiliates, officers and employees from all claims, liability, loss or damage, including, without limitation, any claims for attorneys' fees, costs and expenses related to or resulting from Contractor's actual or alleged violation of any immigration/labor law or regulation, as well as any claims that Contractor violated California Labor Code § 2810.

ARTICLE 8--INSURANCE

Prior to commencing the performance of the Work relating to the Project, Contractor and its approved subcontractors and suppliers shall procure and maintain during the performance of the Work and thereafter as required by Taylor Morrison at their own expense, all applicable insurance in accordance with the terms and in the amounts set forth in Exhibit E.

ARTICLE 9--DEFENSE AND INDEMNIFICATION

9.1 Contractor shall save, defend, indemnify and hold harmless Taylor Morrison, Owner and their respective affiliates of all tiers, parents, subsidiaries, agents, officers, members, directors, employees, and related parties (collectively, "**Indemnitees**") from all claims, demands, actions, liability, expense or damages for alleged or actual infringement of patents or patent rights arising from this Agreement, or claims of lien by others than Contractor, or from a breach of this Agreement by Contractor, or expense or liability incurred under unemployment compensation or workers' compensation laws or social security laws in connection with employees of Contractor or any lower tier subcontractor of Contractor, including a sum equal to benefits paid to those who were Contractor's or its lower tier subcontractor's employees when the benefit payments are charged to Indemnitee(s) under any merit plan or to its individual reserve account or otherwise pursuant to any law.

9.2 Contractor agrees to save, indemnify and hold harmless Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, whether suffered directly by Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor or indirectly through a third party, including claims related to or arising out of the application of California Civil Code §895, et seq. to Contractor's work, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, and damage to property, or any other loss, damage or expense, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor including those due to the active or passive negligence of Indemnitees or an OCIP-enrolled contractor, subcontractor or sub-subcontractor save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Indemnitees or an OCIP-enrolled subcontractor or sub-subcontractor. In addition, Contractor, at its expense and with counsel acceptable to Taylor Morrison, agrees to defend Indemnitees and all OCIP-enrolled subcontractors and sub-subcontractors from any of the foregoing, and to the extent Indemnitees have incurred any expenses, Contractor will make good to and reimburse them for any expenditures, including attorney's fees, which they may incur by reason of such matters. Contractor further agrees that any indemnified party under any indemnity provision of this Agreement may tender its defense and indemnity and/or enforce any defense and indemnity obligations hereunder directly against Contractor notwithstanding that such indemnified party may not be a signatory hereto, it being the intent of the parties hereto that such indemnified party is an express third-party beneficiary of such defense and indemnity obligations.

9.3 Contractor's defense, indemnification and hold harmless obligations under this Article shall survive until such time as it is determined by final judgment that claims against Taylor Morrison for such matters defended and indemnified hereunder are fully and finally barred as to Taylor Morrison, including times for which any statutes of limitations are tolled

or extended by estoppel, because of repairs made to the Project or other facts, regardless of consent or participation therein by Contractor.

9.4 Notwithstanding any of the foregoing:

(a) As respects claims for construction defects (defined as a violation of the standards set forth in Civil Code §§896 and 897) only, the defense and indemnity obligations of Contractor as set forth in this Agreement or any Purchase Order shall not apply to the extent the claims arise out of, pertain to, or relate to the negligence of Taylor Morrison or Taylor Morrison's other subcontractors who are directly responsible to Taylor Morrison, or for defects in design furnished by those persons, or to the extent the claims do not arise out of, pertain to, or relate to the scope of work in this Agreement or any Purchase Order. Notwithstanding the foregoing qualification of Contractor's indemnity obligations, Contractor shall owe Taylor Morrison an immediate and complete defense obligation relating to Contractor's work upon receipt of a tender.

(b) Provided Contractor is enrolled in OCIP for a particular Project, then Contractor shall owe no defense, indemnity or hold harmless obligation or duty to another for any claim or action actually covered by the OCIP, to the extent such claim arises out of that particular Project, except as otherwise provided herein.

9.5 Contractor shall include in all agreements with subcontractors provisions substantially similar to this Article 9, wherein the subcontractor agrees to defend and to indemnify Contractor and Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors, and wherein the subcontractor agrees to be liable to such Indemnitees and all OCIP-enrolled contractors, subcontractors and sub-subcontractors for loss of or damage to their property.

ARTICLE 10--WARRANTY

10.1 WARRANTY OF CONTRACTOR'S WORK. Whether or not Contractor is a participant in OCIP, for the Warranty Period specified below and under applicable law, Contractor warrants to Taylor Morrison that:

(a) the Work shall be of first-class workmanship and free from defects;
(b) the Work shall conform with the Contract Documents; and
(c) the Work shall strictly comply with all applicable Laws and shall meet or exceed the functionality standards set forth in Title 7, Civil Code §895 et seq.

Any portions of the Work not conforming to the above standards, including any substitutions not properly authorized, shall be considered defective. Contractor warrants the Work for the greater of: (i) two (2) years from the date of transfer to a Homeowner of record title in the home and related lot improvements, (ii) such greater time period as Taylor Morrison may be bound by due to the application of California Civil Code §895, et seq. to Contractor's Work or any similar such regulation (the "**Warranty Period**"). If any portion of the Work is not found to be in accordance with the warranties set forth above at any time during the Warranty Period, Contractor, at its sole cost, shall promptly replace or repair it to Taylor Morrison's satisfaction. Contractor shall perform all necessary corrections within the shortest time possible and shall use such overtime help and time saving procedures as Taylor Morrison may require. Contractor shall bear all costs arising out of defects, including without limitation, all costs of detection, correction or delay, Taylor Morrison's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Taylor Morrison and the cost of repairing or replacing all other work adversely affected. The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction. If Contractor fails to initiate proper corrective action within not more than twenty-four (24) hours after notice from Taylor Morrison, or in the event of emergency, the problem may be corrected by Taylor Morrison, at Contractor's cost. This warranty is in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced.

10.2 HOMEOWNER WARRANTY. In addition to Section 10.1, Contractor hereby accepts and agrees to be bound by any warranty provided by Taylor Morrison to any person or entity that purchases a home and related lot improvements from Taylor Morrison ("**Homeowner**") and any warranty provided to a Homeowners Association and/or Condominium Association (collectively, a "**Homeowners Association**"). Contractor shall fully cooperate with Taylor Morrison in responding to any warranty claims by a Homeowner, a Homeowners Association or by the governing legal authority. All warranties made by Taylor Morrison to its Homeowners and any Homeowners Associations, whether under Taylor Morrison's warranty or applicable Law, are, to the extent applicable, deemed made by Contractor to Taylor Morrison. Contractor agrees to

participate, at Taylor Morrison's request, in inspections of any home conducted by Taylor Morrison pursuant to applicable Laws. In the event a Homeowner or Homeowners Association service call is scheduled by Taylor Morrison and Contractor fails to keep the appointment or repair the defect as scheduled, Taylor Morrison shall have the right to charge Contractor a reasonable administrative fee in addition to any other remedies under the Contract Documents.

10.3 PRODUCT WARRANTIES. Contractor shall provide Taylor Morrison with copies of all product warranties which relate to any materials or equipment installed by Contractor and Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's Work, in order that the Work may be maintained to meet or exceed the functionality standards enumerated in the Contract Documents and applicable governing law.

10.4 MAINTENANCE GUIDELINES AND SCHEDULES. Contractor shall provide Taylor Morrison with all necessary and appropriate maintenance guidelines and schedules and manufacturers' warranties regarding Contractor's work, in order that the work may be maintained to meet or exceed the functionality standards enumerated in California Civil Code §895, et seq. Contractor agrees to save, defend, indemnify and hold harmless Taylor Morrison from and against any liability and all claims, demands, actions, judgments, loss, costs, damages and expenses arising out of the breach of this Agreement by Contractor including claims related to or arising out of the failure of Contractor to provide the maintenance guidelines and schedules and manufacturers' warranties required herein, and shall promptly reimburse any expenditures, including attorneys' fees, associated therewith.

10.5 CONTRACTORS' STATE LICENSE BOARD. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

ARTICLE 11--TERMINATION

11.1 TERMINATION FOR CONVENIENCE. Taylor Morrison may suspend this Agreement, any Community Pricing Schedule Addendum, or any Purchase Order in its discretion and shall have the right to terminate this Agreement, any Community Pricing Schedule Addendum, and any Purchase Order without cause at any time within forty-eight (48) hours after written notice to Contractor, and in such event, does not waive and specifically reserves, any and all rights under the terms of this Agreement with respect to any Work, breach or default of Contractor under the terms hereof. In the event that Contractor has commenced work under a Community Pricing Schedule Addendum and Purchase Order pursuant to the request of Taylor Morrison, and in the event the Work is completed to Taylor Morrison's satisfaction and in strict accordance with the Contract Documents, then Taylor Morrison agrees to pay Contractor's costs as shown on invoices for materials and Contractor's labor to the date of notice of termination, plus ten percent (10%) for profit and all overhead; but in no event shall such payment exceed the Contract Price of the percentage of line item Work actually completed under any such Purchase Order relating to such completed Work and materials, all as determined by Taylor Morrison in its discretion. The foregoing payment shall be the sole and exclusive compensation to Contractor in the event of such termination for convenience, and Contractor hereby expressly waives any and all other claims including those related to lost profits, consequential damages or incidental expenses. Taylor Morrison shall not be obligated to pay Contractor said sums until Contractor has provided proof of payment for materials and labor to suppliers of same and a full release of mechanic's lien obligations delivered to Taylor Morrison, and any such sums are subject to offset if Contractor is otherwise in breach or default under the terms hereof, including any other Community Pricing Schedule Addendum it may have with Taylor Morrison. No payment for unperformed work, unfurnished materials, start up costs, demobilization costs, delay costs or lost profits will be made.

11.2 TERMINATION FOR DEFAULT. In the event:

(a) Contractor files, or is the subject of, a petition for bankruptcy;
(b) Contractor makes a general assignment for the benefit of its creditors;
(c) A receiver is appointed on account of Contractor's insolvency;
(d) A writ of execution or attachment or any similar process is issued or levied against any bank accounts of Contractor, any property or assets of Contractor being used or required for use in the performance of the Work or any substantial portion of any other property or assets of Contractor;

(e) Contractor fails to make prompt payment to employees, laborers, subcontractors or suppliers;
(f) Contractor refuses or neglects to supply a sufficient number of properly skilled workers or a sufficient quantity of material;
(g) Contractor fails to properly and diligently prosecute the Work;
(h) Contractor violates or is accused of violating any applicable law or regulation;
(i) Contractor otherwise breaches the Contract Documents; or
(j) Contractor's license is suspended or revoked;

and such failure or default, if curable, is not corrected within forty-eight (48) hours after written or oral request by Taylor Morrison, then Taylor Morrison, at its option, and in addition to all other rights and remedies it may have, may terminate Contractor's right to further perform under the Contract Documents and complete the performance of Contractor's Work. If the unpaid balance of the Contract Price exceeds the expense incurred by Taylor Morrison to finish the Work, any excess remaining, after deducting any other amounts due Taylor Morrison under Section 4.2, shall be paid to Contractor but only to the extent of Work properly performed but unpaid. If the expense exceeds the unpaid balance, Contractor shall immediately pay the difference to Taylor Morrison.

11.3 DEFAULT OF OTHER AGREEMENT. In the event that any default or breach by Contractor occurs under any other contract or agreement whatsoever between Contractor and Taylor Morrison, or any of Taylor Morrison's affiliates, such default or breach shall automatically be deemed to be a default under this Agreement unless Taylor Morrison at its sole election otherwise provides notice to Contractor. In addition to the remedies provided herein, Taylor Morrison shall have the right to setoff and deduct any damages or costs incurred by Taylor Morrison or any of Taylor Morrison's affiliates (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Taylor Morrison shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

11.4 If, after notice of termination of this Agreement as provided for in Section 11.2 above, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Taylor Morrison otherwise was not entitled to the remedy against Contractor provided for therein, then such notice of termination shall be deemed to be the notice of termination for Taylor Morrison's convenience as provided for in Section 11.1 above and, in such event, Contractor's remedies against Taylor Morrison shall be the same as and limited to those afforded Contractor under Section 11.1 above.

ARTICLE 12--DISPUTE RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute mediation or resolution proceedings. If Contractor so continues to perform, Taylor Morrison shall continue to make undisputed payments in accordance with this Agreement for Work properly performed thereafter.

12.2 LITIGATION. Any litigation arising out of or in any way related to this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) (or any amendments thereto), shall be brought in the state and local jurisdiction in which the Project is located. Notwithstanding the above, if Taylor Morrison is involved in any arbitration or other alternative dispute resolution proceeding with a Homeowner, or any other party, relating in any way to Contractor's Work, this Agreement, the Contract Documents, any Community Pricing Schedule Addendum, or any Purchase Order(s) governing Contractor's Work, then Contractor hereby agrees to be joined in such arbitration or alternative dispute resolution proceeding, to resolve all outstanding issues, claims and defenses between Contractor and Taylor Morrison in such arbitration or other proceeding, and to be bound by the results of such arbitration.

12.3 GOVERNING LAW. This Agreement shall be governed by and construed under the Laws of the state where the Project is located.

12.4 ATTORNEYS' FEES. In the event of a dispute concerning the terms of this Agreement or the enforcement of any term hereof, the substantially prevailing party shall recover its reasonable attorneys' and paralegals' fees, as well as all costs of litigation or arbitration, through all litigation, arbitration or other proceeding and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings. Such costs shall be deemed to be included among the damages for breach of this Agreement. For purposes of this Section, "prevailing party" shall include a party who withdraws or moves to dismiss a claim in consideration of payment received or performance owed, or other consideration in substantial satisfaction of the claim withdrawn or dismissed. If either party becomes a party to litigation, arbitration or other proceeding concerning this Agreement by reason of any act or omission of the other party, and not by reason of any

act or omission of the joined party, the party that causes the other party to be joined in the litigation, arbitration or other proceeding shall be liable to the responsible party and shall be awarded all costs and expenses incurred in such action, including, without limitation, reasonable fees for attorneys, paralegals and related legal consultants or paraprofessionals.

12.5 INTERPRETATION OF THE AGREEMENT. This Agreement shall not be construed more strongly against either party hereto regardless of who was more responsible for its preparation. If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of other terms or provisions of this Agreement shall in no way be affected thereby. If Contractor is composed of one or more individuals or entities, all of said individuals and entities shall be jointly and severally liable hereunder.

12.6 JOINDER OF SUBCONTRACTOR In addition to the requirements contained elsewhere in this Agreement as respects Contractor's obligation to participate in the application of California Civil Code §895, et seq. to Contractor's Work as required by Taylor Morrison, in the event there exists an agreement between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other that provides for arbitration, judicial reference or other alternative dispute resolution proceeding as the forum for the resolution of disputes, and a claim, dispute or other controversy exists between Taylor Morrison on the one hand and a homeowner/purchaser/homeowners association/other claimant on the other which may involve Contractor, including but not limited to the application of California Civil Code § 895, et seq., Contractor expressly agrees to be joined as an additional party in any and all such arbitration or other proceedings, or if a separate arbitration or other proceeding already exists or is separately initiated, Contractor expressly agrees to the consolidation of all such arbitration or other proceedings, it being the intent to resolve all of the rights and obligations of all interested parties at one time in one forum rather than in multiple proceedings.

ARTICLE 13--MISCELLANEOUS PROVISIONS

13.1 INDEPENDENT CONTRACTOR. Contractor shall pay all taxes and contributions required of Taylor Morrison or Contractor by the federal Social Security Act and unemployment compensation laws or any similar state laws for the employees of Contractor in the performance of its Work. Before performing any Work under this Agreement, Contractor shall become an independent contractor and employing unit subject, as an employer, to all applicable unemployment compensation laws so as to relieve Taylor Morrison of any liability for treating Contractor's employees as employees of Taylor Morrison for the purpose of keeping records, making reports and payment of unemployment compensation taxes or contributions. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work. Contractor will not be entitled to the benefits customarily provided to employees of Taylor Morrison such as workers' compensation protection, medical and life insurance or eligibility for Taylor Morrison's retirement or savings plans. Taylor Morrison shall not be obligated to pay, and shall not withhold or otherwise pay in relation to Contractor, any federal income tax, social security tax, state or local tax, workers' compensation insurance or taxes, unemployment compensation taxes or otherwise, or employees' liability insurance of any kind or to take any other action with respect to the insurance or taxes of Contractor or provide any other statutory benefit or right predicated on an employee-employer relationship. Taylor Morrison shall not exercise any discretion or control over the method and manner of the performance by Contractor of the services undertaken by Contractor pursuant to this Agreement.

13.2 COMPLIANCE WITH LAWS. Contractor shall keep and have available all records and make all payments, reports, collections, deductions and otherwise do all things to ascertain the applicability of and to comply with all Laws, ordinances and regulations as they affect the performance of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.3 ASSIGNMENT. Contractor shall not assign or subcontract this Agreement or any addenda entered into hereunder in whole or in part, or the proceeds of it, without the prior written consent of Taylor Morrison, such consent to be determined in the sole discretion of Taylor Morrison. Taylor Morrison may freely assign this Agreement or any addenda entered into hereunder.

13.4 NO THIRD-PARTY BENEFICIARY. Except for Owner or as otherwise expressly set forth herein, this Agreement, or any part of it, shall not give third parties any claim, demand or right of action against Taylor Morrison or Contractor beyond those that exist in the absence of this Agreement. Except as otherwise set forth in this Agreement, only the parties to this Agreement may enforce it.

13.5 CONFIDENTIAL INFORMATION. Proprietary business information, strategy plans and pricing, information disclosed to Contractor in connection with the Contract Documents at any time in any form (including without limitation, orally, or in Plans, Specifications, software or other materials) which Taylor Morrison considers proprietary and so indicates

to Contractor at the time of disclosure or within a reasonable time after disclosure ("**Proprietary Information**") are entrusted to Contractor only for use on behalf of Taylor Morrison. Contractor shall keep Proprietary Information in confidence and shall neither use (other than in performance of the Work) nor disclose Proprietary Information except as authorized in writing by Taylor Morrison or as required by law. Information and ideas developed by Contractor under or in the course of performing the Work shall be owned by and disclosed to Taylor Morrison and if Taylor Morrison so indicates to Contractor, such information and ideas shall be treated as Proprietary Information in accordance with this Section 13.5. If it appears to Taylor Morrison that Contractor has disclosed (or has threatened to disclose) Proprietary Information in violation of this Agreement, Taylor Morrison shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Proprietary Information, or from providing any services to any party to whom such Proprietary Information has been disclosed or may be disclosed. Taylor Morrison shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

Contractor shall not divulge information concerning the Work (including for example, cost information in applications of permits and approvals) to anyone other than the core team (consisting of Contractor, the Supervisor, Taylor Morrison and their respective authorized consultants, subcontractors and suppliers) without Taylor Morrison's prior written consent unless the information has been made public by Taylor Morrison. Taylor Morrison reserves the right to release all information as well as to time its release, form and content. These requirements shall survive termination or expiration of this Agreement and the completion of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.6 OWNERSHIP AND USE OF DOCUMENTS. The Contract Documents are and shall remain the property of Taylor Morrison. Contractor shall return or satisfactorily account for all Contract Documents upon termination or expiration of this Agreement or otherwise as requested by Taylor Morrison.

13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.8 NO WAIVER. The failure of Taylor Morrison to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of Taylor Morrison's right thereafter to enforce each and every provision of this Agreement.

13.9 NOTICE Any notices required by this Agreement shall be in writing and sent to the address shown on the first page of this Agreement. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed notice as and when required under this Section 13.9.

13.10 INTERPRETATION OF PLANS AND SPECIFICATIONS. The Plans and Specifications generally indicate the scope of the Work but are not guaranteed to be free from errors or omissions. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In the event Plans and Specifications are included in one part of the Contract Documents but omitted elsewhere, the Plans and Specifications are deemed to be included in both places, unless the context indicates otherwise. In the event of a conflict between the requirements of the Plans and the requirements of the Specifications, Contractor shall request from Taylor Morrison a written clarification and shall perform in accordance with such written clarification. Contractor agrees that in such case any and all labor and materials which are necessary to complete the Work shall be provided without any additional cost to Taylor Morrison.

13.11 RECORDS RETENTION. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of fifteen (15) years from the date of termination of this Agreement or the date the Work is completed, whichever is later, or such longer period of time as may be required by law. Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall be provided access to all such records and supporting documentation at no charge to Taylor Morrison, its agents, insurers or attorneys, at any and all times during normal business hours upon request of Taylor Morrison. Further, Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall have the right to audit, inspect and copy all of Contractor's records and documentation and Contractor

shall cooperate in any audit, inspection, or copying of the documents. Taylor Morrison's access, inspection, copying and auditing rights shall survive the termination of this Agreement.

13.12 PROMOTION. Contractor shall acquire no right under the Contract Documents to use, and shall not use, the registered and unregistered names and marks of Taylor Morrison or its parent, related, affiliated or subsidiary companies or any of their marks or logos or the name of the Project in any of Contractor's advertising, publicity, or promotion, including, but not limited to, the Internet; nor in any of Contractor's in-house publications; nor to express or imply any endorsement by Taylor Morrison of Contractor's Work or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited) without the prior written consent of Taylor Morrison. The provisions of this Section shall survive the termination of this Agreement.

13.13 ENTIRE AGREEMENT AND CONTROLLING DOCUMENTS. This Agreement is solely for the benefit of the parties, represents the entire integrated agreement between the parties with respect to Work performed under Community Pricing Schedule Addendum(s) and Purchase Order(s) issued by Taylor Morrison to Contractor after the Effective Date, and supersedes all prior negotiations, representations and agreements, either written or oral, unless specifically incorporated herein. This Agreement and each and every provision are for the exclusive benefit of Taylor Morrison and Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of a conflict between this Agreement and any of the Exhibits, any Pricing Schedule Addendum, any Purchase Order, any Scope of Work Addendum or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the Community Pricing Schedule Addendum specifically states that a provision is intended to modify the Agreement. If any inconsistency among the Contract Documents cannot be resolved under the preceding sentence, the following priority shall apply: (a) this Agreement; (b) Specifications (as to particular systems); (c) Plans (provided the Plans have priority over Specifications as to quantity), (d) the Pricing Schedule Addendum; (e) the Scope of Work Addendum; and (f) the Purchase Order. The intent of this document is to express, define and outline specific Job performance criteria and specifications. Contractor agrees that if any mention has been omitted or is in conflict between the Plans, Specifications and/or Scope of Work that any Work required to complete such shall be performed the same as though specifically mentioned and shall be done to standards that equal and/or exceed industry standards and/or to the standards and direction of Taylor Morrison once Work has commenced.

13.14 RIGHT TO SET-OFF/CROSS DEFAULT. Notwithstanding anything herein to the contrary, Taylor Morrison shall be entitled to withhold from any amount due Contractor hereunder with respect to any Work authorized by Taylor Morrison, any sums which may be owed Taylor Morrison by Contractor (including under any other Community Pricing Schedule Addendum between Taylor Morrison and Contractor). Further, at Taylor Morrison's sole election, any default by Contractor under this Agreement or with respect to any Work authorized by Taylor Morrison (including under any particular Community Pricing Schedule Addendum) shall be deemed a default by Contractor with respect to any other Work authorized by Taylor Morrison (including under any other Community Pricing Schedule Addendum).

13.15 LIMITATION OF DAMAGES. Taylor Morrison shall not be liable for any lost profits, incidental, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by Contractor that no director, officer, employee or member of Taylor Morrison shall have any personal liability under this Agreement and, as a material inducement for Taylor Morrison to enter into this Agreement, Contractor hereby expressly waives and releases any and all such personal liability. Contractor acknowledges and agrees that its only recourse for any liability or obligation of Taylor Morrison hereunder shall be against Taylor Morrison.

13.16 ELECTRONIC SIGNATURES; COUNTERPARTS. Signatures on this Agreement, as well as any document identified herein, may be by facsimile, pdf or electronic signature, unless prohibited by law or required to be in a particular form for purposes of recordation, notarization, etc. This provision shall also apply to any documents to be signed by subcontractors, sub-subcontractors, suppliers and materialmen of Contractor. This Agreement or any addenda referred to herein may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute by signing any such counterpart.

[Signatures appear on next page]

The parties have executed this Master Agreement for Vertical Construction Services as of the Effective Date.

TAYLOR MORRISON: Taylor Morrison Services, Inc., a Delaware corporation

DocuSigned by:
By: Heather Mercer
C1B21BCA7AF9409...

Printed Name: Heather Mercer

Title: Vice President

Date: 9/29/2022

CONTRACTOR: SunPower Corporation Systems,
a Delaware corporation

DocuSigned by:
By: Matt Brost
802513C32BAB4EF...

Printed Name: Matt Brost

Title: Vice President of Sales, New Homes

Date: 9/28/2022

EXHIBIT A

GENERAL CONDITIONS

The following rules, regulations and conditions apply to all Contractors working for Taylor Morrison. For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors and suppliers and their respective employees, invitees, agents, laborers, subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Master Agreement for Vertical Construction Services (the "Agreement").

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Taylor Morrison and/or Contractor is present on any Site under current direction of Taylor Morrison and/or Taylor Morrison personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in this Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances, including the International Residential Code.

B. Nationwide Codes. Contractor shall strictly comply with all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

C. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all applicable Laws, as they may be changed and updated from time to time, applicable to the Project and Contractor's Work concerning or related to Site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1971 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the California Porter-Cologne Water Quality Control Act, the applicable State Water Resources Control Board, the Regional Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the Project, and all Work on the Project, is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the Project; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, within six (6) hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the Project. In the event of an emergency situation (e.g., flood, storm, etc.), Taylor Morrison reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Taylor Morrison if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure,

by any entity or person, on the Project Site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, sub-contractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the Project to enforce the Site Requirements, and that substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the Project, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Taylor Morrison of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and sub-contractors shall not discharge hazardous materials or chemicals on the Site, shall not engage in clean-up or repair activities on the Site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any Pricing Schedule Addendum, Scope of Work Addendum and Purchase Order, remove all supplies, materials and waste remaining on the Site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

D. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work.

E. Lines and Grades. If necessary, Taylor Morrison shall provide Contractor with base control points within fifty (50) feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its Site inspection, it shall verify the extent of such reference points to be supplied by Taylor Morrison for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Taylor Morrison. Absent written notification to Taylor Morrison, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Taylor Morrison. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the Engineer's staking was in error, and the error caused the need for corrective work.

F. Archaeological Monitoring. There may be archaeologically sensitive zones on the Site. Archaeological monitors may be present on the Site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

G. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Taylor Morrison. This policy shall include "or equal" determination.

H. Weekly Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Taylor Morrison. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed

by Taylor Morrison. Failure to attend may result in a $150 fine/per occurrence to be paid within ten (10) days of the missed meeting date.

I. Scheduling. It is Contractor's responsibility to contact Taylor Morrison about scheduling Work. All scheduling shall be by Taylor Morrison or its assigned representative. All move-ins as required and movement through the Project are included in the subcontract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Taylor Morrison in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Taylor Morrison showing the total number of workmen and a description of the Work performed (classified by skills).

J. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

K. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Taylor Morrison. All workers employed in making the installations shall be skilled in their particular trade and Contractor's Supervisor shall be in charge at all times.

L. Cooperation with work of Taylor Morrison and Others. Taylor Morrison may perform work at the Project directly or by others. In the event that Taylor Morrison elects to perform work at the Site directly or by others, Contractor and Taylor Morrison shall coordinate the activities of all forces at the Site and agree upon fair and reasonable schedules and operational procedures for Site activities. Contractor shall at all times cooperate with Taylor Morrison and all other trades on site and shall not interfere with the performance of those other trades impacted by its Work. Contractor is responsible to coordinate its Work with those trades which impact or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Taylor Morrison or any other contractor, and shall pay Taylor Morrison for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Taylor Morrison and Taylor Morrison's other trade contractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Taylor Morrison of any interference with others.

M. Operation of Vehicles. The operation of vehicles in or about the Site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the Site; (2) use only established roadways and temporary roadways as authorized by Taylor Morrison; (3) no crossing of curbs or sidewalks without prior approval by Taylor Morrison; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire Site. Contractor shall immediately reimburse Taylor Morrison for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the Site caused by Contractor.

N. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Taylor Morrison. In the event Taylor Morrison has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the Project Site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the Site. Taylor Morrison shall have the right to fine Contractor $100.00 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Taylor Morrison has the right to remove any such improperly parked vehicle without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

O. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

P. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior contractors before proceeding. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Taylor Morrison of alleged defective Work verbally and then in writing before proceeding. In the event that Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Taylor Morrison immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

Q. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the Site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not stand in or on tubs, showers, cabinets or countertops, appliances, pot shelves, etc. unless specifically allowed in that Contractor's Scope of Work for the application of other finishes.

b. Contractor's personnel shall not remove protective devices (if applicable).

c. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Taylor Morrison and shall repair or replace, as determined by Taylor Morrison, any damage to its Work that occurs before the final acceptance at no expense to Taylor Morrison, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

R. Materials. All materials, appliances and equipment shall be new and the best of their respective kind, free from all defects and of the make, brand and quality specified. All material is to be installed at the time of delivery and installed/applied in strict accordance with the manufacturer's specifications and recommendations. Contractor is responsible to supply and/or install all items strictly in accordance with the Contract Documents. Contractor is fully responsible for all material stored/staged on the Project Site prior to installation. Taylor Morrison will not pay for stolen or missing materials of any kind prior to acceptance by Taylor Morrison. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion. Contractor is responsible to provide all means necessary to access its Work area for the performance and completion of the Work. This includes, but is not limited to, all ladders, scaffolding, lifts, hoists, cranes, ramps and pumps (concrete).

S. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-Site at any time without specific permission and direction of Taylor Morrison. Taylor Morrison has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.

T. Toilet Facilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will be responsible at its cost to provide portable toilet facilities to be used within the Site by Contractor. Contractor is not permitted to use the toilet facilities or bathrooms of any housing unit (completed or being constructed) within the Site. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for any violation of these restrictions. Any Individual caught urinating or defecating in any areas other than approved toilet facilities will be ejected from the site in addition to being prohibited from all other Taylor Morrison projects and the employing Contractor will be held responsible for all cleanup costs incurred.

U. Water/Utilities. Unless otherwise provided in the Contract Documents, Taylor Morrison will supply electric power and water to within 150 feet of the Site. Contractor has satisfied itself as to the location of all such utilities. Use of closed homes, or owner-occupied residence's utilities (water, electricity, garbage facilities, etc.) is strictly prohibited and will result in Contractor covering the complete cost of the applicable monthly utility/service bill.

V. Food, Beverages, and Smoking. No food, drinks or smoking shall be allowed within any housing unit after framing has begun. Contractor shall be responsible for the cleanup of any trash generated by any eating,

drinking, and smoking within the Site. Taylor Morrison has the right to have such trash cleaned up and any expenses back charged to Contractor.

W. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep the Site neat, orderly, in safe condition and free from any trash or debris. Contractor shall clean daily and remove from the Site, or deposit in approved containers/locations on the Site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall broom clean the Work area upon completion of its portion of the Work. Taylor Morrison shall give Contractor twenty-four (24) hours' notice if Contractor shall have failed to properly clean up. Should Contractor, its employees, or sub-contractors or their employees fail to comply within twenty-four (24) hours from the time Taylor Morrison issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Taylor Morrison may give notice of default to Contractor. Failure of Contractor to cure such default within twenty-four (24) hours after such notice shall give Taylor Morrison the option to elect any and all rights or remedies set forth in this Agreement.

X. Pets. No pets (other than service animals) shall be brought to the Site by Contractor. Taylor Morrison shall have the right to fine or back charge Contractor $200.00 per occurrence for violations of this pet policy.

Y. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

Z. Storage. By written notice to Contractor, Taylor Morrison may permit Contractor to store materials and tools at the Site at Contractor's own risk. Such permission is within Taylor Morrison's sole discretion. Contractor is solely responsible for its own materials and tools stored on the Site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Taylor Morrison and all other contractors, subcontractors and sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools stored on Site. Taylor Morrison will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Taylor Morrison may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials and tools and restore the area to its original condition within seventy-two (72) hours after delivery of the removal notice.

AA. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Taylor Morrison and such affiliates as Taylor Morrison may specify.

2. Job Conduct.

A. Contractor shall provide on-Site supervision at all times as provided in Section 3.2 of the Agreement. The Supervisor shall be capable of communicating with Taylor Morrison. Taylor Morrison reserves the right to remove any person or crew from the Site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Taylor Morrison, in its sole discretion.

B. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the Site at all times including, but not limited to, the wearing of proper work attire or other personal safety equipment as prescribed for each job such as equipment guards or other safety devices, boots, shirt, work pants, gloves, eye protection and hardhats. Precautions must be taken as necessary to prevent sunburn, heat exhaustion and to protect against burns from hot materials.

C. Contractor and Contractor's field workers shall resolve any field disputes with Taylor Morrison in a professional and diplomatic manner without impeding progress of the Work.

D. Contractor and Contractor's field workers shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies Laws and ordinances and homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Laws and ordinances.
2. No loud music or radios allowed on the Site.
3. No distraction of fellow workers.
4. No children allowed on the Site.
5. No marijuana, other drugs or alcoholic beverages shall be permitted on the Site. Any employee found to be under the influence of alcohol, marijuana or any other drug shall be immediately removed from the Site. Any employee found to have violated said regulation is to be immediately replaced. Any breach of this provision shall be grounds for immediate termination of this Agreement.
6. No weapons of any kind on the Site.
7. No profanity or discourteous conduct on the Site.
8. No horseplay or fighting on the Site at any time.
9. No unauthorized visitors on the Site.
10. No food, drinks or smoking inside units once framing has commenced.
11. No unauthorized vehicles or parking in any production area.
12. Never lift with your back or lift a load that is too heavy to handle.
13. No entry into an active blasting or barricaded area during active operations.
14. No oiling, lubricating or fueling of equipment while running or in motion.
15. No open fires.
16. Know what emergency procedures have been established for your Site (location of emergency phone, first aid kit, stretcher, fire extinguishers, evacuation plan, etc.).
17. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a non-respirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids.

E. Violation of the Site conduct rules is a breach of contract and grounds for immediate removal from the Site and may be cause for termination of Contractor as set forth in Section 11.2 of the Agreement.

F. Ladders shall be properly handled at all times, including but not limited to:

1. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height; portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured.
2. Step ladders shall not be used as a straight ladder.
3. Ladders must extend three feet above landing on roof for proper use.
4. Defective ladders must be properly tagged and removed from service. Keep ladder bases free of debris, hoses, wires, materials, etc.
5. All scaffolding shall be OSHA compliant and properly anchored and stabilized and harnesses shall be used.

G. Contractor acknowledges that Taylor Morrison has a zero tolerance sexual harassment policy and anti-discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the Site and to implement non-discriminatory hiring practices for the Work.

EXHIBIT B

FORM OF SCOPE OF WORK ADDENDUM

SCOPE OF WORK ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]

Trade: _____

DESCRIPTION OF WORK:

This Scope of Work Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, 20___, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____, 20___ (the "**Master Agreement**").

1. Scope/Work. Pursuant to the Master Agreement, Contractor shall perform the Scope of Work set forth on **Exhibit A** attached to this Addendum.

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Master Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Master Agreement and this Addendum, the Master Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Master Agreement. Except as supplemented by this Addendum, all provisions of the Master Agreement shall remain in full force and effect.

TAYLOR MORRISON:	**CONTRACTOR:**
[Taylor Morrison Entity Name]	[Contractor Entity Name]
By: _____	By: _____
Printed Name: _____	Printed Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

SPECIMEN - DO NOT SIGN

FORM OF
SCOPE OF WORK ADDENDUM

EXHIBIT A
SCOPE OF WORK

SPECIMEN - DO NOT SIGN

EXHIBIT C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program which meets and exceeds all governmental standards and requirements, and the Project's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within ten (10) days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Taylor Morrison.
2) Contractor shall provide safety training to employees of Contractor and its subcontractors as reasonably required to educate employees of Contractor and its subcontractors on requirements and provisions of Contractor's Written Safety Program.
3) Contractor shall supply, maintain and utilize equipment (including, but not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work, as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Taylor Morrison as reasonably requested by Taylor Morrison, (c) be available to respond to employee of Contractor and its subcontractors inquiries concerning Contractor's Written Safety Program, (d) discipline employees of Contractor and its subcontractors who violate the Written Safety Program (including removal of such employees of Contractor and its subcontractors from the job site), and (e) attend, with its employees and subcontractors, Taylor Morrison's safety meetings (as requested by Taylor Morrison).
5) Contractor shall abide and cause all employees of Contractor and its subcontractors to comply with the Project's Code of Safety Practices and Taylor Morrison's Health and Safety Program, as published and amended, by Taylor Morrison from time to time.
6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and caused by employees of Contractor and its subcontractors during performance of the Work, in form and substance required by Taylor Morrison's Health and Safety Program. Copies of accident and/or injury reports shall be provided to Taylor Morrison within twenty-four (24) hours of any accident or injury.
7) Contractor shall participate in Taylor Morrison's safety audits as requested by Taylor Morrison. Information requested by Taylor Morrison shall be provided by Contractor within two (2) business days of request.
8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDSs pertaining to any hazardous material used or created in the process of performing the Work and shall distribute copies of such MSDSs to Taylor Morrison and to all other contractors, subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other contractors, subcontractors and suppliers performing Work on the Site, copies of all MSDSs for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDSs and provide them to Contractor's employees, subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDSs with all other contractors, subcontractors and suppliers, and implement a training program for its employees.
9) Taylor Morrison has the right to charge a fine to Contractor for any observed safety violations by Contractor's employees and subcontractors, and any such fine(s) shall be collected by Taylor Morrison pursuant to a back-charge or through withholding from monies otherwise owing to Contractor, or may collect by any other lawful means, the fine amounts owed by Contractor pursuant to this provision, as well as any other damages (including delay damages), attorneys' fees and costs resulting from the violation(s). The fine(s) shall be assessed per observed violation(s). Subsequent violations will result in further fines. The amount of the fine(s) will be established by Taylor Morrison as set forth in its Health & Safety Program, a copy of which is available to Contractor prior to commencement of Work. Taylor Morrison may, in its discretion, also suspend or terminate Subcontractor for safety violations.

EXHIBIT D

FORM OF
COMMUNITY PRICING SCHEDULE ADDENDUM

COMMUNITY PRICING SCHEDULE ADDENDUM
TO
MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
[Taylor Morrison Division]

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

CONTRACTOR:
[Contractor Entity Name]

OWNER: _____

This Community Pricing Schedule Addendum to the Master Agreement for Vertical Construction Services ("**Addendum**") is made and entered into effective as of _____, by and between [Taylor Morrison Entity Name] ("**Taylor Morrison**") and [Contractor Entity Name] ("**Contractor**"), with respect to the Master Agreement for Vertical Construction Services between Taylor Morrison and Contractor dated _____ (the "**Master Agreement**").

COMMUNITY: _____
SYSTEM SUBCONTRACT NO: _____
PRICING SCHEDULE DATE: _____

CONTRACTOR CODE: _____

1. **OCIP:** Is Contractor an OCIP participant? Yes [__] No [__] (mark one)
   If the contractor is an OCIP participant, then Contractor must complete and return the OCIP Enrollment Form previously provided.

OCIP Trade Type	OCIP Deductible	OCIP Coverage Payment/Rate
Trade Type 1	$0.00	0.0%
Trade Type 2	$0.00	0.0%

2. **Lots.** The following Lot(s) are subject to the Addendum**:** .

3. **Pricing Term:** The pricing reflected in the attached Pricing Schedule (the "**Pricing**") will remain in effect for the term commencing _____ and ending _____ and will automatically renew in thirty-day increments unless and until the parties enter into a new Community Pricing Schedule Addendum for the Lots referenced above. All Pricing modifications are subject to approval by Taylor Morrison and will become effective only upon execution of a new Community Pricing Schedule Addendum for the Lots referenced above.

4. **Additional Documents.** The following documents are attached to and made a part of this Addendum (collectively, the "**Attached Documents**"):
   - Community Pricing Schedule
   -

The Work is to be fully completed and delivered to Taylor Morrison according to the terms and conditions of this Addendum, the Contract Documents, and the Agreement.

SPECIMEN - DO NOT SIGN

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Agreement and this Addendum, the Agreement shall control except to the extent that the Addendum specifically states that a provision is intended to modify the Agreement. Except as supplemented by this Addendum, all provisions of the Agreement shall remain in full force and effect. This Addendum, once fully executed by Contractor and Taylor Morrison, shall become binding upon Taylor Morrison and Contractor, their respective heirs, executors, administrators, successors, and assigns.

TAYLOR MORRISON:
[Taylor Morrison Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

CONTRACTOR:
[Contractor Entity Name]

By: _____
Print Name: _____
Title: _____
Date: _____

SPECIMEN - DO NOT SIGN

EXHIBIT E

INSURANCE REQUIREMENTS
(California)

1. OCIP PROJECTS/ CONTRACTOR INCLUDED IN OCIP.

If Contractor is identified in the Community Pricing Schedule Addendum as being enrolled in the OCIP for that particular Project, the following insurance provisions shall apply:

(a) TAYLOR MORRISON'S OCIP POLICY PROGRAM: Taylor Morrison has a wrap up general liability insurance policy, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, for the Project, hereinafter called OCIP:

(1) GENERAL OCIP COVERAGE. OCIP is for the benefit of Taylor Morrison, its officers, directors, members, agents, employees, divisions, subsidiaries, shareholders, partners, affiliated companies, and owners, any lender with an interest in the Project, and all other parties that may be identified from time to time by Taylor Morrison, including those contractors of all tiers who are specifically enrolled in OCIP. Taylor Morrison, at its sole discretion, shall determine which contractors are to be enrolled in OCIP, and such determination shall be binding. Contractor or its subcontractors shall not be considered enrolled in OCIP unless and until the Program Administrator has received a completed enrollment application Form-1 and has issued a certificate of insurance showing Contractor or its subcontractors as a named insured under OCIP. Enrollment in OCIP is further conditioned on Contractor's satisfaction of its obligations to enrollment, including, but not limited to, the condition that Contractor pay to Taylor Morrison its OCIP Deductible as defined in Section 1(a)(4) below. OCIP shall apply only to work performed at the Project by an OCIP participant, and for Taylor Morrison. Contractor's operations away from the Project, including warehousing, products manufacturing, assembly or otherwise, shall only be covered if such operations are identified and are dedicated to the Project, and written request is made to the Program Administrator, and Contractor receives written approval of such coverage from the Program Administrator. OCIP shall not cover hazardous waste removal/transporters, pest control/exterminators, janitorial and clean-up crews, temporary power suppliers, vendors, suppliers, consultants, material dealers, fabricators, truckers, haulers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site, contractors with contracts that have a contract value less than an amount to be determined by Taylor Morrison, or any other contractors which Taylor Morrison elects to exclude.

(2) SPECIFIC OCIP COVERAGE. OCIP shall include Primary Commercial General Liability and General Liability Excess insurance only with a policy SIR for Taylor Morrison. OCIP does not provide Worker's Compensation, Employer's Liability, Automobile Liability, Equipment Liability, Off-Site General Liability, Professional Liability, Performance Bonds, Builder's Risk or other property insurance of any kind for the benefit of Contractor. Contractor shall be provided and shall comply with the OCIP Enrollment Manual and Contractor must provide its enrolled Contractors with a copy of the OCIP Enrollment Manual as well. Taylor Morrison shall provide Contractor an insurance certificate evidencing OCIP coverage. Taylor Morrison shall pay all premiums for the OCIP and shall receive or pay (as the case may be) all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise. Contractor hereby irrevocably assigns and shall further execute any instruments of assignment as may be necessary to permit Taylor Morrison to receive such adjustments. The furnishing of OCIP shall in no way relieve or limit any responsibility, liability or obligation of Contractor imposed by the contract documents or by law including, without limitation, any customer service, warranty, defense or indemnification obligations which Contractor owes Taylor Morrison. In consideration of and as a condition to Contractor enrolling in OCIP, Contractor shall be assessed an OCIP Coverage Payment based upon the rate established in the Community Pricing Schedule Addendum. An amount to cover Contractor's OCIP Coverage Payment shall be deducted from each payment to be made to Contractor, and Contractor authorizes Taylor Morrison to deduct the OCIP Coverage

Payment from amounts due Contractor. In the event that amounts due Contractor are insufficient to satisfy the full OCIP Coverage Payment, then Contractor shall pay such OCIP Coverage Payment to Taylor Morrison within fifteen (15) days of Taylor Morrison's demand for same. Contractor shall ensure that it and its employees, subcontractors, materialmen and suppliers provide full releases of liens notwithstanding the fact that the OCIP Coverage Payment amount is being deducted from amounts otherwise due and payable to Contractor and its employees, subcontractors, materialmen and suppliers. Taylor Morrison is entitled to and may collect from Contractor, from time to time, additional OCIP Coverage Payments resulting from: (A) any changes in the scope of or compensation for the Work; (B) inaccurate or incomplete assumptions or information in connection with the calculation of any OCIP Coverage Payment; (C) information obtained during any reviews or audits which affects the calculation of an OCIP Coverage Payment; (D) adjustments to general liability insurance rates in the marketplace; and (E) recalculations to Contractor's general liability insurance rates on the anniversary or renewal dates of same. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP COVERAGE PAYMENT TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THE AGREEMENT.

(3) OCIP PROCEDURES. Contractor shall fully cooperate with Taylor Morrison and its OCIP Program Administrator in connection with OCIP. Contractor's responsibilities shall include, without limitation:

(A) providing, all relevant, pertinent and necessary requested contract, operations, insurance and claims information within a reasonable time, but in no event later than the date Contractor executes a Community Schedule Pricing Addendum, a Purchase Order or begins work, whichever is earliest, and up through and including such date as coverage ceases to exist or no claims may be made, and representing and warranting that all such information shall be accurate and complete;

(B) notifying Taylor Morrison of all subcontracts awarded by Contractor. However, such notification does not give rise to any insurance coverage unless said subcontractor has completed a Form-1 and is specifically enrolled in OCIP; and

(C) complying with all Taylor Morrison and OCIP required safety, accident prevention and claims reporting and handling procedures.

(4) CONTRACTOR OCIP DEDUCTIBLE/SELF INSURED RETENTION. It is hereby agreed that with respect to any deductible or self insured retention payable by Taylor Morrison under the OCIP for each and every OCIP covered claim, suit or proceeding arising out of or alleged in any way to be related to or connected with the acts or omissions of Contractor at the Home Construction, and for which Contractor is potentially obligated to defend, indemnify or hold Taylor Morrison harmless, Contractor shall pay to Taylor Morrison, within thirty (30) days of Taylor Morrison's written demand, as Contractor's allocated participation for the portion of the loss actually or allegedly arising from Contractor's work, their reasonable allocated share of Taylor Morrison's defense fees and costs, on an ongoing basis during the pendency of the claim, subject to reallocation consistent with subdivision (c) of California Civil Code §2782, and including any amounts reallocated upon final resolution of the claim, either by settlement or judgement. Contractor's "OCIP Deductible" amount as set forth in the Community Pricing Schedule Addendum. Contractor's OCIP Deductible shall be equal to the greater of: (A) Contractor's Hazard Group Designation SIR as established by Taylor Morrison; or (B) the amount of SIR or deductible identified in Contractor's own general liability insurance policy in place at the time the Community Pricing Schedule Addendumis executed. Contractor acknowledges that it has separate OCIP Deductibles, depending on whether the claim is: (A) Construction Defect/ Continuous and Progressive Property Damage; (B) Bodily Injury/ Personal Injury; or (C) Discreet Event/Catastrophic Loss Property Damage. Payment of Contractor's OCIP Deductible is not an indemnity obligation of Contractor, rather it is a contractual obligation between Taylor Morrison and Contractor which is a condition precedent to enrolled Contractor's entitlement to coverage under the OCIP. The OCIP Deductible is due per occurrence

for each "claim" as determined by Taylor Morrison, as Contractor's participation for the portion of the loss covered by the OCIP. For purposes of this subsection, the "claim" includes personal injury, property damage, repair and/or replacement hard costs, plus any incidental and consequential damages, including but not limited to Taylor Morrison's investigative costs, attorneys' fees, Stearman fees, experts' fees, and supervisory and overhead expenses. If or to the extent Contractor fails to timely pay the amounts due under this subsection in response to Taylor Morrison's written demand, Taylor Morrison may, in its discretion, deny Contractor enrollment in and/or benefits/coverage under the OCIP, may backcharge Contractor, may withhold from monies otherwise owing to Contractor, or may collect by any other lawful means, the amounts owed by Contractor pursuant to this subsection, including any incurred attorney fees and costs. Contractor's obligation to Taylor Morrison for any OCIP Deductible is separate and independent from Taylor Morrison's obligation to the OCIP insurer for any deductible. CONTRACTOR ACKNOWLEDGES AND AGREES THAT FAILURE TO PROMPTLY PAY SUCH OCIP DEDUCTIBLE TO TAYLOR MORRISON, ON DEMAND, SHALL BE A DEFAULTED OBLIGATION OF CONTRACTOR. THE PAYMENT OBLIGATION OF THIS SUBSECTION IS A CONTINUING OBLIGATION AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

(5) LIMITATIONS ON COVERAGE. Taylor Morrison makes no representation or warranty to Contractor as to the adequacy or solvency of coverage for Contractor under the OCIP as to the risks and exposures faced by Contractor. Contractor acknowledges that the insurance available is a fixed amount which will be shared by multiple insureds. Taylor Morrison assumes no obligation to Contractor concerning any insurance other than that described in this Section 1(a). Contractor acknowledges that, upon its written request, a copy of the current policy form of the OCIP policy (or, if unavailable, a copy of the current insurance binder or declaration of coverage) will have been made available to Contractor before execution of the Purchase Order, and that Contractor will have conducted such investigation and evaluation of such coverage as it deems fit, with insurance and legal professionals of its own choosing, prior to execution of the Purchase Order, and will have satisfied itself as to the coverage provided and the suitability of such coverage to its individual needs. Any copies of the OCIP policy, insurance binder or declaration provided shall not be disclosed to anyone other than Contractor's insurance and legal professionals. Contractor acknowledges that the terms of coverage are set forth in the OCIP policy, and that descriptions of such coverage terms herein or in other information or statements (written or oral) provided by Taylor Morrison or its agents do not alter, amend or supersede any terms contained in the actual OCIP policy itself. Contractor further acknowledges and agrees that the OCIP policy does not apply to any work performed by Contractor for any person other than Taylor Morrison or to any work or activities of Contractor other than Contractor's work on the Home Construction. Contractor further acknowledges and agrees that neither Taylor Morrison nor the OCIP Administrator: (A) are an agent or fiduciary of Contractor with respect to procurement of insurance; (B) are agents, partners or guarantors of any insurance company providing such coverage; and (C) are responsible for any disputes between or among any such insurer and Contractor or other OCIP program participants. Contractor shall maintain any and all additional insurance as it deems fit for its own unique insurance needs so as to protect its own interests but shall do so at no cost to Taylor Morrison. Existence of coverage for Contractor under the OCIP policy shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations, except as may be set forth herein. Notwithstanding the requirements and obligations set forth in Article 9 of the Agreement, Taylor Morrison and Contractor are participants under the OCIP. Article 9 of the Agreement shall apply in the event the OCIP Policy does not in fact fully protect, indemnify and defend Taylor Morrison and the other OCIP participants. The obligations of Contractor pertaining to indemnification under Article 9 of the Agreement are excess to any such OCIP coverage and shall not take effect until and unless the insurance provided under the OCIP Policy is exhausted, inapplicable to the particular claims, within the OCIP SIR/Deductible, or otherwise unavailable. In such event, Contractor's obligations under Article 9 of the Agreement shall immediately be triggered. Contractor's obligations to defend and indemnify Taylor Morrison and other participants under the OCIP Policy shall exist whether or not there is available insurance coverage. Contractor and each of its subcontractors, consultants and suppliers shall have the risk of loss as to Contractor's work, all materials, supplies and/or fixtures until completion of each home and

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acceptance by Taylor Morrison thereof on a home-by-home basis. Taylor Morrison shall not be liable for loss or damage caused by or attributable to Contractor's work or any materials, supplies or fixtures until such time. Contractor and each of its subcontractors, consultants and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workmen, including without limitation, property or materials created or provided pursuant to this Agreement, any other contract or otherwise, its or their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by Contractor or any subcontractor, consultant or supplier or employee or workmen. In the event of theft, damage or destruction of Contractor's work, Contractor will re-supply or rebuild its work without additional compensation and will look to its own resources and/or insurance coverages (if any) to pay for such re-supply or rebuilding. Contractor will promptly perform, re-supply or rebuild without additional compensation regardless of the pendency of any claim by Contractor against any other party, including Taylor Morrison, that such party is liable for damages, theft or destruction of Contractor's work.

(6) SUBCONTRACTORS. Contractor must take the necessary steps to ensure that all of its subcontractors are added as insureds under the OCIP, pursuant to the terms, conditions, limitations and exclusions of that policy as in effect from time to time, with respect to the work performed at the Home Construction pursuant to this Agreement provided that: (A) Contractor is an insured under the OCIP; (B) Contractor requires all of its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit and Article 9 of the Agreement are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors and subcontractors; (C) any subcontractors to be enrolled in the OCIP complete all of the required documentation and enrollment requirements set forth in the Enrollment Manual, the OCIP and as may be required by Taylor Morrison and/or the OCIP Administrator; (C) any subcontractors to be enrolled are required by the Contractor to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in the OCIP, the OCIP Enrollment Manual and the contract documents; and (D) any subcontractors to be enrolled submit an accurate estimate of their costs savings as a result of being added to the OCIP along with a completed enrollment application Form-1, and Contractor reflects such savings as part of Contractor's Insurance Credit.

(7) DEFENSE OF SUIT AGAINST MULTIPLE INSUREDS. In the event of a claim, suit or other proceeding brought against more than one insured under OCIP, Contractor agrees, and shall require in writing that each of its subcontractors agree, that, absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Taylor Morrison may, at its sole discretion, select the same defense counsel and/or experts to defend all such OCIP insureds, regardless of whether the defense under the OCIP is being provided under a reservation of rights issued by the OCIP insurer. To the fullest extent permitted by law, Contractor waives, and shall require in writing that each of its subcontractors waive, any right they may have to select counsel, including independent counsel, to defend them from such claim, suit or proceeding. These waivers are deemed to be continuing. Nothing in this subsection is intended to preclude Contractor from hiring its own defense counsel at its own expense. The foregoing shall in no way relieve or limit any obligation or liability of Contractor as imposed by this Agreement including, without limitation, customer service, warranty, defense and indemnification obligations. In the defense of an OCIP covered claim, Contractor acknowledges that information shared by and with appointed counsel will be protected from disclosure and shall remain privileged even after termination of the OCIP, termination or completion of this Agreement, and/or resolution of the claim.

(8) WAIVER OF RECOVERY/SUBROGATION. Contractor hereby waives all rights of recovery whether by subrogation or otherwise, including but not limited to recovery because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, against Taylor Morrison, the OCIP Administrator, and their respective officers, directors, agents and employees, and any other contractors or subcontractors which are insured under the

OCIP at the time the loss occurs, or other individual or entity performing work or rendering services on behalf of Taylor Morrison in connection with the planning, development and construction of the Project, other than contractors or subcontractors which are not insured under the OCIP at the time the loss occurs. Contractor shall also require that all contracts and insurance policies obtained by Contractor or its subcontractors relating to any work pursuant to the contract documents shall include clauses providing that each subcontractor and insurer waives any rights of recovery by subrogation or otherwise, against Contractor and the parties referenced above in this subsection. This waiver by Contractor shall apply whether or not Contractor or its subcontractors are an insured under the OCIP at the time such loss occurs. Taylor Morrison hereby waives any and all rights of recovery against Contractor (or anyone acting on behalf of Contractor) for any loss insured under and paid by Taylor Morrison's applicable "builders risk"/"course of construction" insurance, so long as such loss occurs after the date that this Agreement is executed. This waiver by Taylor Morrison relating to Project property insurance, however, does not apply to any party (including Contractor) to the extent such party is not an insured under Taylor Morrison's operative OCIP at the time such loss occurs. A waiver of subrogation shall be effective as to any person even if such person: (A) would otherwise have a duty of indemnification, contractual or otherwise; (B) did not pay the insurance premium directly or indirectly, and/or (C) whether or not such person has an insurable interest in the property damaged.

(9) CHANGES IN COVERAGE. Taylor Morrison reserves the right, in its sole and absolute discretion, to modify or discontinue the OCIP or any aspect thereof (including Contractor's participation therein), to furnish other insurance coverage in place thereof (but without any obligation to do so), or to discontinue offering any insurance coverage to Contractor. In the event of any of the foregoing changes by Taylor Morrison, or in the event of cancellation, insolvency, dissolution or bankruptcy of the OCIP policy by the insurer of said policy, within thirty (30) days notice by Taylor Morrison of such event, Contractor shall obtain Comprehensive General Liability coverage, including specifically such additional insured coverage, as required in Section 2 of this Exhibit.

(b) GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS INCLUDED IN OCIP. All Insurance described under this subsection (b) to be carried by Contractor shall be maintained by Contractor at its sole expense with insurance carriers acceptable to Taylor Morrison, licensed and approved to do business in California, and having a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating. In no event shall such insurance be terminated or otherwise be allowed to lapse prior to termination of this Agreement plus such longer period as may be necessary to cover Contractor's work (including but not limited to any warranty work performed by Contractor following initial completion of its work as well as during any warranty period). Should Contractor fail in whole or in part to comply with any of the requirements set forth in this subsection (b), such failure shall be deemed a material breach to this Agreement thereby entitling Taylor Morrison to all available remedies. Contractor may provide the insurance described in this subsection (b) in whole or in part through a policy or policies covering other liabilities and projects of Contractor; provided, however, that any such policy or policies shall: (1) allocate to Taylor Morrison's Project the full amount of insurance required hereunder, and (2) contain, permit or otherwise unconditionally authorize the waiver of subrogation required herein. Contractor shall not commence any work until it complies with all insurance requirements under this subsection (b) as follows:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Contractor shall obtain and maintain worker's compensation and employer's liability insurance in compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY. Contractor shall obtain and maintain commercial automobile liability insurance in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:

(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and

(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY FOR OFF SITE OPERATIONS. Contractor shall obtain and maintain for a ten (10) year period following initial completion of its work at the Project, commercial general liability insurance for its offsite operations in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability on a per project basis, except as noted below, including:

(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential Work provided under contract.
(J) No exclusions as applicable for Work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for its offsite operations for a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(4) ADDITIONAL INSURED. Taylor Morrison, as defined on Page 1 of the Agreement, and Owner, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, Taylor Morrison Communities, Inc., and its affiliates of all tiers are to be named as "additional insured" on Contractor's Commercial Automobile Liability policy and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. Upon specific request by Taylor Morrison, Contractor's policy for Off Site Commercial General Liability shall name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured." The additional insured endorsements under Contractor's Off Site Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, TAYLOR MORRISON COMMUNITIES, INC., and its affiliates of all tiers which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(5) EVIDENCE OF INSURANCE. As evidence of specified insurance coverage, Contractor shall deliver and Taylor Morrison shall accept certificates issued by Contractor's insurance carrier(s) applicable to Taylor Morrison and produce for review such policies in force for the specified period. Such evidence shall be delivered to Taylor Morrison's corporate office located at 4695 MacArthur Court, 8th Floor, Newport Beach, CA 92660, promptly upon execution of the Purchase Order and in any event prior to commencement of work, whichever occurs first. Each policy and certificate shall be subject to review by Taylor Morrison and shall provide that such policy shall not be subject to

material alteration to the detriment of Taylor Morrison or Contractor or cancellation without prior written notice to Taylor Morrison in accordance with the policy provisions. In no event shall Taylor Morrison's review of Contractor's certificates and insurance policies serve as any waiver and/or estoppel, in law or in equity, by Taylor Morrison as to any breach by Contractor of the specific insurance requirements set forth herein. In the cancellation section of the Certificate of Insurance, Contractor shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives." Should any policy expire or be cancelled before the time periods prescribed herein, and Contractor fails to immediately procure other insurance as specified, Taylor Morrison reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor from Taylor Morrison, under any Purchase Order. Taylor Morrison reserves the right to withhold payment should Contractor fail to comply with all the insurance provisions described in this subsection (b). Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance. Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements.

(6) DAMAGES. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Contractor should maintain or the extent of Contractor's responsibility or liability for payment of damages resulting from its operations under this Agreement. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability under this Agreement as a matter of law.

(7) DEDUCTIBLE/SIR. Any deductibles or self-insured retentions under any policy required by this subsection (b) in excess of $10,000 must be approved in writing by Taylor Morrison.

(8) WAIVER OF SUBROGATION. A waiver of subrogation is required in favor of Taylor Morrison, and all contractors, subcontractors and sub-subcontractors included in OCIP on all of Contractor's insurance policies required under this subsection (b). Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and all contractors, subcontractors and sub-subcontractors to the extent of coverage under OCIP.

(9) SUBCONTRACTORS. Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 above, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison, and all OCIP-enrolled contractors, subcontractors and sub-subcontractors.

2. OCIP PROJECTS / CONTRACTOR NOT INCLUDED IN OCIP.

If Contractor is NOT identified in the Community Pricing Schedule Addendum as included and/or is not actually included in OCIP for a particular Project, the following insurance provisions shall apply, and prior to commencement of any work, Contractor shall fully comply with the following:

(a) Contractor agrees, in consideration of the awarding to it of the Purchase Order, to secure and maintain, at its own expense, the following insurance coverages in form and companies acceptable to Taylor Morrison:

(1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. In compliance with California Labor Code Section 3700, including the minimum limits required as follows:

Bodily injury by accident $1,000,000 each accident
Bodily injury by disease $1,000,000 each employee
Bodily injury by disease $1,000,000 policy limit

(2) COMMERCIAL AUTOMOBILE LIABILITY in the amount of $1,000,000 combined single limit for bodily injury and/or property damage liability and maintained through job completion, including:
(A) Owned Autos
(B) Hired or Borrowed Autos
(C) Non-owned Autos; and
(D) Auto Blanket Contractual

(3) COMMERCIAL GENERAL LIABILITY in the amount of $2,000,000 per occurrence, $2,000,000 general aggregate limits for bodily injury and/or property damage liability, in any combination or primary and excess insurance, on a per project basis, except as noted below, including:
(A) Premises and Operations coverage with no X, C or U exclusion to apply.
(B) Products and Completed Operations Coverage.
(C) Coverage will be on a current, unamended Insurance Service Office (ISO) general liability occurrence policy form or its equivalent.
(D) Blanket Contractual Coverage with employee exclusion deleted, or its equivalent.
(E) Subsidence coverage.
(F) Severability of interest with no cross-liability exclusion.
(G) An endorsement stating, "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy."
(H) If the policy does not have an endorsement providing a per project general aggregate, then the general aggregate must be $3,000,000 through primary and excess policies.
(I) No limitations of coverage for the scope of residential work provided under contract.
(J) No exclusions as applicable for work on residential construction, condominiums, townhomes, apartments, attached product, detached product or tract work.
(K) Defense expenses are to be in addition to the limits of liability. In the event defense expenses are within the limits of liability, Taylor Morrison must be so informed in writing and in such case, Taylor Morrison reserves its right to require higher limits.
(L) No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with a copy of Contractor's binder or policy along with the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

(c) Certificates of Insurance and supporting additional insured endorsements in conformance with this Section 2 shall be furnished to Taylor Morrison before any work is performed or materials delivered. These certificates shall provide for prior written notice to Taylor Morrison in accordance with the policy provisions regarding cancellation or material change and shall give evidence of compliance with all requirements stated above.

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of $10,000 must be approved in writing by Taylor Morrison.

(e) In consideration of the payment received within the scope of this Agreement, Contractor agrees to maintain Products and Completed Operations insurance covering its work for a ten (10) year period following completion of its work.

Limits of Liability for such coverage are to be at least $2,000,000 combined single limit for Bodily Injury and Property Damage. Contractor agrees to provide certificates of insurance and endorsements for a ten (10) year period following completion of its Work.

(f) The requirements for the foregoing insurance shall not derogate from the provisions for indemnification under the "indemnity" Article of this Agreement.

(g) Contractor's first and subsequent draws may be withheld if Contractor's Certificate of Insurance does not name TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers as "additional insured," if proper endorsements are not received, or if the limits of liability are not met per the above requirements. If Contractor fails to secure and maintain the required insurance, Taylor Morrison shall have the right (without any obligation to do so) to secure the same in the name and for the account of Contractor in which event Contractor shall pay the cost thereof or draws withheld, if any, may be applied thereto. Contractor shall furnish upon demand, all information that may be required in connection with the securing of the required insurance.

(h) A waiver of subrogation is required in favor of Taylor Morrison and all Contractors and subcontractors, including, specifically, those included in OCIP on all of Contractor's insurance policies. Contractor further waives its subrogation rights, if any there be, against Taylor Morrison and those Contractors to the extent of coverage under OCIP.

(i) Contractor agrees to require its subcontractors to acknowledge, in writing, that all of the provisions within Section 1 of this Exhibit E and Article 9 of the Agreement, including waivers of subrogation equivalent to those required herein, are equally applicable to and must be fulfilled by the subcontractors for the benefit of Taylor Morrison and all OCIP-enrolled Contractors and subcontractors.

(j) Contractor's policies of insurance required under this Section 2 must have a general policyholder's rating of not less than an "A" and financial rating of not less than "8" in the most current Best's Key Rating Guide. In the event the carrier's Best's rating falls below the minimum rating of A 8, Contractor shall immediately obtain/replace the coverage with a carrier that complies with such minimum rating.

EXHIBIT F

PAYMENT TERMS

1. **Payments to Contractor.** Taylor Morrison shall pay Contractor in current funds for performance of the Work, as set forth in each Community Pricing Schedule Addendum and Purchase Order hereunder (the "**Contract Price**"), as provided in Section 4.2 of the Agreement and as set forth below. The method, timing, conditions, and other provisions pertaining to payments to Contractor on account of the Contract Price shall be in accordance with the payment provisions set forth below or as otherwise set forth in the Community Pricing Schedule Addendum and Purchase Order and in the Change Order, VPO, and VAR(EPO), if applicable.

A. Payment otherwise due Contractor upon completion of each stage, phase or operation, shall be made only after inspection and acceptance of the Work by Taylor Morrison's duly authorized representative.

B. As a condition to any and all progress payments, Contractor shall subscribe to BuildPro/SupplyPro (www.HyphenSolutions.com) to maintain Purchase Orders and Contractor shall provide a current W-9 form, which shall be filled out and on file at all times. Contractor shall submit to Taylor Morrison a request for payment on Taylor Morrison's BuildPro/SupplyPro website, setting forth the amount requested by Contractor on account of the Contract Price, and completing on-line the description of the portion of the Work which has been completed by Contractor and for which Contractor has not previously been paid, in a form reasonably satisfactory to Taylor Morrison (each an "**Application for Payment**"). In addition, as an express condition precedent to the delivery of any progress payment, Contractor shall deliver to Taylor Morrison the following upon request: (a) an affidavit of bills paid in form acceptable to Taylor Morrison, evidencing that the labor and material amounts incurred by Contractor in connection with the Work to date have been paid and lien waivers from all of Contractor's subcontractors for the Work for which the progress payment is sought, which lien waivers should be faxed or delivered to Taylor Morrison, (b) if requested by Taylor Morrison, a certification from Contractor that the Work completed to date has been properly completed in accordance with the terms of the Contract Documents; and (c) such other information or documentation as Taylor Morrison may reasonably require. Taylor Morrison shall be entitled to withhold ten percent (10%) of each Application for Payment as provided in the Agreement (the "**Retainage**").

C. No payment shall be due to Contractor for any Work which has been identified as being defective or otherwise not performed in accordance with the terms of the Contract Documents.

D. Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Community Pricing Schedule Addendum or Purchase Order without providing Taylor Morrison a minimum thirty (30) days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Taylor Morrison, shall not be effective until the thirty (30) day time period has expired and any such increases shall be applicable only to new Purchase Orders issued started after such increases become effective.

E. Any VPO or Change Order must be billed within thirty (30) days of completing the Work subject to such Change Order or VPO or it will be voided in Taylor Morrison's system.

F. Prior to Taylor Morrison's final payment to Contractor for the Work, Contractor shall furnish to Taylor Morrison upon request (i) a full and final affidavit that all bills for labor and materials have been paid and final release of lien from Contractor and each of its subcontractors and suppliers who furnished labor and/or materials for the Work, (ii) the originals of all written warranties and/or guaranties by manufacturers of materials, appliances and equipment, and (iii) any as-built drawing as required by the governing agency and/or Taylor Morrison. Contractor shall execute any requested written documents to transfer such warranties and/or guaranties to Taylor Morrison or the Homebuyer of a home as may be requested by Taylor Morrison. Upon receipt of punch list items, Contractor shall immediately proceed to correct all items within the time frames established by Taylor Morrison for the Work. All Work completed, invoiced and approved by Taylor Morrison by the twenty-fifth (25th) day of each month shall be paid by the fifteenth (15th) day of the following month. Acceptance of final payment by Contractor shall be a waiver and release of all claims against Taylor Morrison arising out of or in connection with the Contract Documents except those specifically set forth in writing at the time of final payment.

G. In no event shall Contractor be entitled to any payment for any Work not performed or any materials or equipment not furnished. Notwithstanding anything contained in the Agreement to the contrary, Taylor Morrison may

withhold from any payments due Contractor such amounts as Taylor Morrison, in its sole discretion, deems necessary to ensure Contractor's performance of its warranty obligations under the Agreement or to protect itself and save itself harmless against (i) unremedied defective Work, (ii) uncompleted punch list items, (iii) claims filed (or likely to be filed), (iv) Contractor's failure to make payment in full for material or labor, (v) Contractor's inability to complete the Work for the remaining balance of the Contract Price, or (vi) any other liability or damage, including costs and attorneys' fees, arising from or relating to the Agreement or Contractor's performance (or non-performance) of the Work. Taylor Morrison shall also have the right to retain any and all sums otherwise due Contractor hereunder until all punch list items are completed to the satisfaction of Taylor Morrison.

2. **Claim of Lien**. Contractor shall keep accurate records of payment for all materials and labor and, upon request by Taylor Morrison, shall furnish proof of same. If any claim of lien is filed against any portion of the Project Site because of any claim arising by, through or under Contractor, Contractor will, immediately upon demand by Taylor Morrison, at Contractor's sole cost, furnish and if required by applicable law, record in the public records, a bond that complies with the requirements of applicable law and Contractor shall pay all fees and costs in connection therewith. The furnishing of such bond shall be a condition precedent to any further payment becoming due to Contractor. Under no circumstances will Taylor Morrison be obligated to make payment to Contractor until full lien waivers and/or releases have been received from Contractor, if so requested, and from all persons or entities claiming by, through or under Contractor in a form acceptable to Taylor Morrison or on a form prescribed by applicable law. Taylor Morrison may use any monies otherwise due to Contractor to furnish any bond required hereunder or to satisfy lien claims or outstanding indebtedness of Contractor to its subcontractors or suppliers.

EXHIBIT G

ELECTRONIC COMMUNICATION PROTOCOL

1. Taylor Morrison requires Contractor to subscribe to BuildPro/SupplyPro (**www.HyphenSolutions.com**) to maintain Purchase Orders and payments.

2. All Plans, Specifications and Scopes of Work are on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) and remain in storage once any updates are applied. All Authorization Addenda and Purchase Orders reference the Plans at this website for Taylor Morrison's Projects.

3. Contractor shall submit its bid on the BuildPro/SupplyPro Website (www.**HyphenSolutions**.com) prior to the issuance of any Community Pricing Schedule Addendum and Purchase Order by Taylor Morrison.

4. Scheduling of a Project shall be determined by Taylor Morrison and shall be available to Contractor either in the Purchase Order, on the Supply Pro Website, or as communicated by the Taylor Morrison Representative.

EXHIBIT H

FORM OF

JOINT CHECK AGREEMENT

This Joint Check Agreement (this **"Agreement"**) is dated as of _____ day of _____, _____ by and among Taylor Morrison Entity Name ("Taylor Morrison"), Supplier and Entity Name ("Contractor"), and _____, a(n) _____ (**"Subcontractor"**).

RECITALS:

A. Taylor Morrison has entered into a Master Agreement for Construction Services (the **"Contract"**) with Contractor for Contractor to provide labor and/or materials for a project as identified therein (a "**Project**").

B. Contractor has entered into one or more agreements, (collectively, the **"Subcontract"**) with Subcontractor to provide labor or materials to Contractor for Contractor's performance of its Work as defined under its Contract with Taylor Morrison. Subcontractor and Contractor have given Taylor Morrison assurances necessary that the account for previous transactions on the Project are current and/or paid in full and will be paid in full within agreed terms between Subcontractor and Contractor. No payments to Subcontractor shall be applied against any invoices or accounts except the specific invoices for materials as paid and referenced on the Taylor Morrison prepared joint check.

C. Subcontractor has requested that Taylor Morrison issue joint payee checks, payable to both Contractor and Subcontractor, for amounts due by Taylor Morrison to Contractor pursuant to the terms of the Contract to assure Subcontractor that amounts due under the Subcontract will be paid, and Taylor Morrison and Contractor have agreed to such request upon the terms set forth below. This Agreement shall supersede and control as to any existing joint check agreements among parties:

AGREEMENT:

Now, therefore, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Limited Purpose of Agreement**. The parties acknowledge that Taylor Morrison's Contract is solely with Contractor. Taylor Morrison is entering into this joint check arrangement as an accommodation to Contractor, however, Contractor and Subcontractor should not consider Taylor Morrison's willingness to do so as an indication that Taylor Morrison is making any payment assurances to Subcontractor or otherwise entering into any direct or indirect contractual relationship, either express or implied, or any third-party beneficiary relationship, with Subcontractor or Subcontractor's company. Taylor Morrison's willingness to make any payments hereunder is furthermore limited by the terms of its Contract with Contractor. Any obligation for payment to Subcontractor rests with Contractor, and not Taylor Morrison.

2. **Issuance of Joint Checks**. Subject to the terms herein, Contractor directs and Taylor Morrison agrees to make all applicable payments referenced above in the Recitals from and after the Effective Date (as defined below) in the form of joint payee checks, payable to both Contractor and Subcontractor. Contractor and Subcontractor acknowledge and agree that all obligations of Taylor Morrison to Contractor and Subcontractor with respect to any amounts due for which a joint payee check is issued shall be satisfied by such joint payment.

3. **Release of Claims**. Effective upon receipt of a joint payee check, Contractor and Subcontractor expressly waive and release any and all liens, either statutory or constitutional, against Taylor Morrison, its successors and assigns, including but not limited to the real property on which the labor and/or materials were furnished and paid by the joint payee check. Regardless of how Contractor and/or Subcontractor allocate any payment made in the form of a joint payee check, the release under this Section 3 shall be effective as to the complete amount of such payment. Furthermore, such payment shall be applied by Subcontractor only to labor, materials and/or equipment furnished by Subcontractor to Contractor for services provided with respect to the Project. Subcontractor expressly further agrees to waive any lien rights it may have or may acquire in the future which would predate this Agreement.

4. **Payments Controlled by Contract**. This Agreement shall in no event create an obligation upon Taylor Morrison to make payments in excess of the amounts due Contractor under the Contract. Subcontractor acknowledges that the payment terms in the Contract determine the entitlement of Contractor to payment and Taylor Morrison shall in no event

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have an obligation to issue a joint check if no payment is due Contractor. This Agreement shall not create an owner-contractor relationship between Taylor Morrison and Subcontractor, nor shall it constitute a debt incurred by Taylor Morrison to an original contractor under the provisions of applicable law. The relationship between Taylor Morrison and Subcontractor shall continue to be that of owner-subcontractor and shall not be that of owner-original contractor. Nothing contained herein shall be construed to make Subcontractor a party to the Contract. Taylor Morrison is not obligated to give any notices under or related to the Contract to Subcontractor. This Agreement shall in no way create liability on Taylor Morrison's part for sums owed t Subcontractor by Contractor. To the extent this Agreement conflicts with the Contract or the Subcontract, this Agreement shall control.

5. **Termination of Agreement**. This Agreement may be terminated by Taylor Morrison at any time by providing written notice of such termination to Contractor and Subcontractor. However, all work performed and materials or goods installed by Contractor related to the Project prior to the date of the termination notice shall be paid by joint checks as provided herein. In the event of the death, dissolution, liquidation, insolvency, business failure or filing of bankruptcy petition by Contractor, Taylor Morrison reserves the right to withhold unpaid balances for material that have been shipped but not installed.

6. **Resolution of Disputes**. In the event of a dispute or disagreement between Subcontractor and Contractor, Taylor Morrison may interplead such disputed amounts into a court of competent jurisdiction and make payment directly to a court of competent jurisdiction in which event Taylor Morrison shall have no liability for amounts due related to such payment.

7. **ACH Authorization**. Contractor acknowledges and agrees that this Agreement shall supersede and control as to any amounts payable to Contractor pursuant to Taylor Morrison's ACH system for direct deposit payments to Contractor.

8. **No Waiver**. This Agreement shall not be construed as a waiver of any of Taylor Morrison's rights or remedies against Contractor or others.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the state in which the Project is located.

Executed as of the _____ day of _____, _____ ("**Effective Date**").

TAYLOR MORRISON:

By:_____

Name:_____

Title:_____

CONTRACTOR:

By:_____

Name:_____

Title:_____

SUBCONTRACTOR:

_____,
a(n) _____

By:_____

Name:_____

Title:_____

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TAYLOR MORRISON

AMENDMENT #1
To Master Agreement for Vertical Construction Services
For
Bay

This Amendment #1 **(the "Amendment")** made and entered into as of September 20, 2022 **(the "Effective Date")** serves to modify, supersede and control as to that certain Master Agreement for Vertical Construction Services, dated September 20, 2022 **(the "Agreement")** made by and between SunPower Corporation Systems, a Delaware corporation, **("Contractor")** and Taylor Morrison Services, Inc., a Delaware corporation **("Taylor Morrison")** as follows:

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows:

1. Section 6.3 ("Force Majeure Events") is hereby replaced in its entirety to now read as follows:

   6.3 FORCE MAJEURE EVENTS. Neither Taylor Morrison nor Contractor shall ~~not~~ be liable to the other party ~~Contractor~~ for damages resulting from delay in Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, pandemic, war, terrorism or combined action of the workmen or others, governmental delay or orders or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "**Force Majeure Event**"). If Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, as determined by Taylor Morrison, the Contractor's time for performance shall be equitably adjusted by Change Order. In the event of a Force Majeure Event, Taylor Morrison may suspend or cancel this Agreement or any Community Pricing Schedule Addendum. Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

2. Section 13.7 ("Amendment and Waiver") is hereby replaced in its entirety to now read as follows:

   13.7 AMENDMENT AND WAIVER. The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison and by Contractor. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

3. Section 2 ("OCIP Projects/Contractor Not Included in OCIP") of Exhibit E ("Insurance Requirements") is amended as follows:

   a. Section 2(a)(3)(F):

      (F) Severability of interest ~~with no cross liability exclusion~~.

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b. Section 2(a)(3)(G):

(G) An endorsement stating "~~Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by, or available to such additional insured(s) shall be non-contributing with the coverage provided under the policy.~~ This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy. "

c. Section 2(a)(3)(L):

(L) [Intentionally left blank] ~~No exclusions to Contractor for work on a project covered by a builder secured CGL policy, i.e., no WRAP project exclusion, OCIP exclusion, or similar wording.~~

d. Section 2(b)

(b) TAYLOR MORRISON, as defined on Page 1 of the Agreement, OWNER, as defined on Page 1 of the Project-specific Community Pricing Schedule Addendum, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers are to be named as "additional insured" on Contractor's policies for Commercial General Liability and Commercial Automobile Liability and evidence thereof shall be endorsed by the insurer or the authorized agent of the insurer. The additional insured endorsements under Commercial General Liability shall be ISO Additional Insured Endorsement Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) and Commercial General Liability so amended shall be primary over any other valid and collectible insurance maintained by, or available to TAYLOR MORRISON, OWNER, and TAYLOR MORRISON COMMUNITIES, INC. and its affiliates of all tiers, which insurance shall be non-contributing. In the event Contractor, due to insurance market conditions, is unable to provide a Form CG 2010 11/85 or CG 2026 11/85 (or equivalent) as required herein, Contractor shall provide Taylor Morrison with ~~a copy of Contractor's binder or policy along with~~ the Certificate of Insurance together with such Additional Insured Endorsement as is available under prevailing market conditions evidencing Contractor's present coverage which must be separately approved in writing by Taylor Morrison. At a minimum, Contractor must provide an Additional Insured Endorsement which provides ongoing operations coverage in lieu of the CG 2010 11/85 or CG 2026 11/85 (or equivalent) Additional Insured Endorsement.

e. Section 2(d)

(d) Any deductibles or self-insured retentions under any policy required by this Agreement in excess of ~~$10,000~~ $100,000 must be approved in writing by Taylor Morrison.

4. New Article 14 ("Solar") is hereby added to the Agreement and the new exhibits referenced therein, Exhibits I-L, are hereby added to the Agreement (reflected in Attachments 1 through 4) as follows and attached:

ARTICLE 14 –Solar

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer

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its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly. Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), and (ii) a solar lease ("**Solar Lease**") program, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program

and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty associated with the Solar Purchase Program ("**Purchase Warranty**") is attached hereto as Exhibit I. The form of Solar Lease, including any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as Exhibit J, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of

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the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Scope of Work Addendum and the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement, the Scope of Work Addendum and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase. Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the

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purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in Exhibit L hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

5. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic transmission shall be deemed delivery to the other party.

6. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

7. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

8. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
Taylor Morrison Services, Inc.,
a Delaware corporation

By: DocuSigned by: Heather Mercer C1B21BCA7AF9409...
Print Name: Heather Mercer
Title: Vice President
Date: 9/26/2022

CONTRACTOR:
SunPower Corporation Systems,
a Delaware corporation

By: DocuSigned by: Matt Brost 802513C32BAB4EF...
Print Name: Matt Brost
Title: Vice President of Sales, New Homes
Date: 9/26/2022

TAYLOR MORRISON

AMENDMENT #2
TO MASTER AGREEMENT FOR VERTICAL CONSTRUCTION SERVICES
(California)

This Amendment #2 **(the "Amendment")** made and entered into as of November 1, 2023 **(the "Effective Date")** serves to modify, supersede and control as to that certain Master Agreement for Vertical Construction Services, dated September 20, 2022 **(the "Agreement")** made by and between SunPower Corporation, Systems, a Delaware corporation, **("Contractor")** and Taylor Morrison Services, Inc., a Delaware corporation **("Taylor Morrison")** as follows:

AMENDMENT

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree that the Agreement is hereby modified as follows (with text containing strikethrough (~~strikethrough~~) deleted and the text underlined (**underlined**) added):

1. Article 14 ("Solar") is hereby replaced in its entirety and now reads as follows:

ARTICLE 14 (Solar)

14.1 Consultation and Agreements with Home Buyers.

(a) Solar Consultation. Once Taylor Morrison has identified a buyer for a home in a Project subject to this Agreement ("**Prospective Buyer**"), and the Prospective Buyer and Taylor Morrison have entered into a purchase agreement for a home in such Project and provided Taylor Morrison with a consent to provide such Prospective Buyer's name and contact information to Contractor, Taylor Morrison shall, within five (5) business days, submit to Contractor (by such means as both Parties shall designate from time to time) the name and contact information for the Prospective Buyer, along with the address or lot number of the home (such information, the "**Homebuyer Data**") that is subject to the purchase agreement for which Prospective Buyer has provided its signature ("**Home**"). Within two (2) business days, Contractor shall attempt to contact the Prospective Buyer to schedule and conduct a consultation ("**Solar Consultation**") in which Contractor shall explain to Prospective Buyer its solar service and the available program(s) ("**Solar Programs**") related to the photovoltaic system to be installed at the Home (the "**System**") that have been agreed upon by the Parties to be offered under this Agreement and made available to Prospective Buyer, along with providing Prospective Buyer with the applicable agreement(s) and other documentation associated with the Solar Programs. After Contractor's initial attempt to contact such Prospective Buyer, Contractor will attempt a minimum of six (6) additional times via email or telephone to contact such Prospective Buyer over the course of the following five (5) business days to schedule a Solar Consultation; provided, however, Contractor shall not make more than two (2) attempts per business day to contact such Prospective Buyer. If Contractor is unsuccessful after such five (5) business day period in making contact with such Prospective Buyer, then Contractor shall notify Taylor Morrison accordingly Notwithstanding the foregoing, to the extent that the purchase of a Home is scheduled to close within such period that would justify an expedited Solar Consultation, the Parties shall use commercially reasonable efforts to accommodate such accelerated Solar Consultation schedule. Contractor shall not make any representations or warranties on behalf of Taylor Morrison and shall make clear to Prospective Buyer that Contractor is not an affiliate or representative of Taylor Morrison. In no circumstance shall Contractor make any representations that the System to be installed by Contractor as part of the Work ("**Solar Equipment**") or the Solar Programs will increase the value of the Home, attain any monetary or energy savings or provide any financial return or savings to Prospective Buyer. Contractor, however, may state differences between current as well as potential future implied utility rates as compared to the effective Year-1 solar rate charged by Contractor, provided that all of Contractor's marketing materials and any statement or representation made by Contractor in connection with the marketing of the Solar Programs or Solar Equipment comply with applicable federal, state and local laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Taylor Morrison harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages,

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arising from or related to any such marketing materials or statements made by or on behalf of Contractor. Contractor's obligation to defend, protect, indemnify and hold Taylor Morrison harmless, as described in this Section shall survive any termination or expiration of this Agreement. In addition, Contractor shall maintain reasonable substantiation of any representations made to any Prospective Buyer. The use or revision of Contractor's sales and marketing materials to be used in connection with the Solar Programs shall be subject to the review and approval by Taylor Morrison prior to their use with any Prospective Buyer. Any review or consent to use Contractor's marketing materials by Taylor Morrison is not an approval or acknowledgment by Taylor Morrison that Contractor's marketing materials meet all applicable laws and regulations.

(b) Type of Solar Program.

(i) Eligibility.

(1) Solar Programs. The Solar Programs shall consist of (i) the purchase of a solar energy system with a system warranty ("**Solar Purchase Program**"), (ii) a solar lease program ("**Solar Lease**"), and (iii) solar power purchase program ("**PPA**"), collectively, ("**Third Party Program**"). Taylor Morrison shall determine, as set forth in the Community Pricing Schedule Addendum applicable to a given Project, the Solar Programs that shall be available to such Project. Contractor shall be responsible for obtaining any credit or other information necessary to determine the eligibility of a Prospective Buyer for a given Solar Program, and shall conduct such evaluation in an expedient manner, so as to allow for the Prospective Buyer to move forward with his or her selection of the Solar Program and entry into the applicable documentation within 10 business days after Taylor Morrison provides the Prospective Buyer information to Contractor. Any Solar Lease or PPA shall be entered into between Prospective Buyer and Contractor or a subsidiary controlled by or under common control with Contractor and subject to the terms and conditions of this Agreement, provided that Contractor shall remain liable for any breach by any such subsidiary of any of the terms or conditions of this Agreement.

(2) Third Party Program Criteria. For each Prospective Buyer interested in the Third Party Program, Contractor shall evaluate whether such Prospective Buyer is qualified for the Third Party Program and provide the applicable customer agreement and other required documentation to the Prospective Buyer. A Prospective Buyer is eligible for the Third Party Program if such Prospective Buyer meets the following criteria:

a) Contractor credit criteria and tax-related eligibility for the Third Party Program;

b) Acknowledgement that the System may not be operational immediately upon move-in and typical waiting periods; and

c) Agreement to maintain internet service at the home or maintain a cellular connection with equipment provided by Contractor at no additional cost to Prospective Buyer, or, at Prospective Buyer's election, has agreed to an additional monthly fee in lieu of maintaining internet service.

Notwithstanding the foregoing, Contractor shall allow, at any given time, up to ten percent (10%) of the total number of Prospective Buyers participating in the Third Party Program to participate in the Third Party Program if such Third Party Program Buyer fails to meet the criteria of subsections (a).

(ii) Documentation. The form of system warranty associated with the Solar Purchase Program ("**Purchase Warranty**") is attached hereto as **Exhibit I**. The form of Solar Lease (PV only), including any terms regarding the warranty and power production guarantee provided thereunder, is attached hereto as **Exhibit J-1**, the form of a PPA (PV only), is attached hereto as **Exhibit J-2**, including any terms regarding the warranty and power production guarantee provided thereunder, and any such agreement that may be entered into in connection with an offered Third Party Program is referred to herein as a "**Third Party Agreement**". Contractor shall not modify or change any terms of the Purchase Warranty or the Third Party Agreement applicable to any Project without the prior written consent of Taylor Morrison, provided that Contractor may make non-material changes therein without such prior written consent, provided further that Contractor shall provide prompt notice to Taylor Morrison of any such correction. Taylor Morrison's review or consent to Contractor's use of Contractor's Purchase Warranty or any Third Party Agreement is not an approval or acknowledgement

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by Taylor Morrison that Contractor's Purchase Warranty or Third Party Agreement meets all applicable laws and regulations. The pricing applicable to the Solar Purchase Program and the Third Party Program, and any incentives or other payments that shall be due to Taylor Morrison in connection therewith, shall be set forth on Exhibit A to the applicable Community Pricing Schedule Addendum for the Project and may not be modified or amended without the prior written consent of each party to the Community Pricing Schedule Addendum. To the extent that a Prospective Buyer enters into a Solar Purchase Program, Contractor will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the Solar Equipment under such Solar Program, and upon the closing of the home Prospective Buyer is purchasing, Contractor will give Taylor Morrison and Prospective Buyer (upon the direction of Taylor Morrison) a statement of the price of the solar energy system installed, if not previously disclosed, together with any other information that is readily available to Contractor and is reasonably required by Prospective Buyer in connection with Prospective Buyer's application for incentives and/or credits, for Prospective Buyer's use in pursuing any available tax credits or other incentives.

(c) Disclosures. During the Solar Consultation and any other interactions that Contractor has with Prospective Buyer, (i) Contractor shall make all disclosures to Prospective Buyer required by applicable law and as mutually agreed by the Parties with respect to the Solar Programs, (ii) Contractor shall not make any deceptive, misleading or unethical representations or engage in any deceptive, misleading or unethical practices when discussing the Solar Programs, Purchase Warranty or Third Party Agreement or any other agreement with Prospective Buyer, and (iii) Contractor shall comply with all applicable laws governing consumer protection. Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all OCIP-enrolled contractors, subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, arising directly or indirectly out of the obligations imposed upon Contractor by the preceding sentence, and Contractor will compensate and reimburse any expenditures, including attorneys' fees, which it (or its agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

(d) Program Election and Notification.

(i) Third Party Program.

(1) If, after Contractor has met with a Prospective Buyer, such Prospective Buyer elects to participate in the Third Party Program applicable to the Project in which the Prospective Buyer is in contract to purchase a Home, Contractor shall enter into a Third Party Agreement with Prospective Buyer and deliver a copy of such fully executed copy of the Third Party Agreement to Taylor Morrison at least 3 business days prior to the closing of the sale of the Home; provided, however, that if, despite Contractor's best efforts, such Prospective Buyer fails to return an executed copy of the Third Party Agreement to Contractor within 15 business days of Prospective Buyer's entry into a purchase agreement with Taylor Morrison for a Home (but in all events, no later than 3 business days prior to the scheduled closing of the sale of such Home), Taylor Morrison agrees, upon written notice from Contractor delivered to Taylor Morrison, no later than 10 business days prior to the scheduled closing of the sale of such Home, to assist Contractor in obtaining such executed copy of the Third Party Agreement from the Prospective Buyer. The Third Party Agreement shall provide that if the Prospective Buyer does not close the purchase of the Home, then the Third Party Agreement shall automatically terminate without any further obligations of the Prospective Buyer or Contractor.

(2) If a Prospective Buyer elects to participate in the Third Party Program, the applicable Third Party Agreement shall govern such relationship and Taylor Morrison shall have no further obligations associated therewith, subject to the provisions of Section 14.4 of this Agreement regarding any Prospective Buyer who has elected to participate in the Third Party Program and who fails to close escrow for such Prospective Buyer's Home.

(ii) Solar Purchase Program.

(1) If a Prospective Buyer elects to participate in the Solar Purchase Program, Contractor shall obtain from Prospective Buyer a written indication of such election on a form as may be mutually agreed upon between the Parties ("**Purchase Notification**"). Within twenty-four (24) hours after the Solar Consultation, Contractor shall provide to Taylor Morrison either (i) a Purchase Notification executed by Buyer, (ii) a fully executed Third Party

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Agreement, or (iii) a written indication from Prospective Buyer, on a form as may be provided by Taylor Morrison, indicating Prospective Buyer's intent to enter into a Third Party Agreement ("**Buyer Notification**"). In the event a Prospective Buyer provides Contractor with a Buyer Notification, Contractor shall diligently pursue the finalization and entry into the Third Party Agreement with Prospective Buyer and shall provide the fully executed Third Party Agreement to Taylor Morrison as soon is reasonably practicable after its execution, but in no event less than 3 business days prior to the scheduled closing of the sale of the Home. In the event a Prospective Buyer provides Contractor with a Purchase Notification, Contractor shall enter into a written issuance of the Purchase Warranty to Prospective Buyer and shall deliver such Purchase Warranty to Prospective Buyer not later than the close of escrow for such Prospective Buyer's Home, provided that a sample of the Purchase Warranty shall be made available to Prospective Buyer as part of the Solar Consultation. In no event shall Contractor collect any funds directly from Prospective Buyer with respect to any Solar Program prior to close of escrow for such Prospective Buyer's Home.

(2) If a Prospective Buyer elects to participate in the Solar Purchase Program, the Work associated with such Prospective Buyer's Home shall be completed and payment therefore made under the terms of this Agreement. Contractor shall issue the Purchase Warranty to Prospective Buyer as part of the election by Prospective Buyer to participate in the Solar Purchase Program, as referenced above. Notwithstanding anything herein to the contrary, to the extent a Prospective Buyer elects to participate in the Solar Purchase Program but is thereafter unable to obtain financing necessary to close escrow for the purchase of such Prospective Buyer's Home, Contractor shall use commercially reasonable efforts to enter into a Third Party Agreement with such Prospective Buyer at least three business days prior to the close of escrow for such Home and refund to Taylor Morrison any amounts that Taylor Morrison may have paid to Contractor that are associated with the installation of the Solar Equipment on such Prospective Buyer's Home, and pay to Taylor Morrison any applicable fees or incentives associated with such Prospective Buyer entering into a Third Party Agreement. Under no circumstances shall such refunds be due to Taylor Morrison until such Prospective Buyer executes a Third Party Agreement.

14.2 Contractor Work. Following complete execution of the Third Party Agreement or Purchase Notification, or the instruction from Taylor Morrison to install Solar Equipment on a Spec Home, Contractor shall perform and be responsible for the Work applicable to Prospective Buyer's Home or the Spec Home, including all work necessary to design, engineer, procure, install, construct, test, commission and start-up solar systems, in accordance with the Community Pricing Schedule Addendum and this Agreement. In addition, upon entry into a Community Pricing Schedule Addendum for a Project, Contractor shall prepare and deliver to Taylor Morrison all necessary plans associated with the installation and operation of the Solar Equipment for each lot, plan and elevation in such Project. Contractor shall be solely responsible for obtaining any additional consents, agreements, permits or approvals with Prospective Buyer and any utility company, governmental agency or any third party, conducting or having conducted any inspections, and making any security or other filings with respect to the Solar Equipment, as may be required or applicable under the Third Party Agreement or necessary for the installation and operation of the Solar Equipment under the Solar Program, each at the sole cost and expense of Contractor.

14.3 Installations of Solar Equipment without an Identified Prospective Buyer. If Taylor Morrison desires Contractor to install Solar Equipment prior to a Prospective Buyer entering into a purchase agreement for the applicable home, Taylor Morrison may direct Contractor to install Solar Equipment on a specific home ("**Spec Home**"), which Work shall be subject to this Agreement and applicable Community Pricing Schedule Addendum, provided that the payment terms for such Work shall be modified by the timing set forth in Section 14.4 of this Agreement. Upon identification of a Prospective Buyer for a Spec Home, such Prospective Buyer shall be offered the opportunity to participate in the Solar Purchase Program or Third Party Program, on the terms and as set forth in this Agreement, which Solar Program election shall apply to the Solar Equipment installed on the Spec Home.

14.4 Failure of a Prospective Buyer to Timely Close the Purchase of the Home. In the event that Taylor Morrison does not achieve close of escrow for the sale of a Home subject to a Third Party Agreement or a Spec Home within one hundred fifty (150) days after Contractor completes to Taylor Morrison's satisfaction the installation of the Solar Equipment on such Home or Spec Home, with such date of completion recorded in Taylor Morrison's internal systems (such date

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referred to herein as the "**Completion Date**"), and provided that such installation is deemed to have been completed no earlier than as called for in the schedule agreed upon by Taylor Morrison and Contractor, subject to the restrictions on the commencement of installation set forth herein, then Taylor Morrison shall, prior to three hundred sixty-five (365) days after the Completion Date, at Taylor Morrison's sole election, either (a) purchase the Solar Equipment from Contractor under the terms of this Agreement and Community Pricing Schedule Addendum (such purchase a "**Taylor Morrison Purchase**"), or (b) find a home buyer, which may include the original Prospective Buyer, to enter into a Third Party Agreement and close the purchase of the Home or the Spec Home. In any event, if neither of the preceding options has been executed within three hundred and sixty-five (365) days after the Completion Date, Taylor Morrison shall be obligated to exercise a Taylor Morrison Purchase. Notwithstanding the foregoing, with respect to the scheduled installation of Solar Equipment, Contractor shall not commence the installation of Solar Equipment unless and until Taylor Morrison has provided written notice to Contractor to so commence the installation of Solar Equipment on a specified Home or Spec Home on a form as may be provided by Taylor Morrison.

(a) Warranty and Agreement Transfers. In the event that Taylor Morrison enters into a Taylor Morrison Purchase, Contractor shall initially issue the Purchase Warranty to Taylor Morrison and the Purchase Warranty may be assigned to any future buyer of the subject home from Taylor Morrison upon the closing of the purchase of such home, provided that such future buyer shall have all rights under the Purchase Warranty as though such future buyer was the initial recipient of the Purchase Warranty.

14.5 Additional Taylor Morrison Responsibilities. Taylor Morrison agrees, at its own expense, to:

(a) build each Home subject to a Community Pricing Schedule Addendum and Purchase Order with solar-ready features as listed in Exhibit K;

(b) refrain from acts or omissions that have been provided in writing to Taylor Morrison from Contractor, and to which Taylor Morrison has agreed in writing, that would prevent Solar Equipment that is installed on a particular home from achieving required governmental and utility approvals within ninety (90) days of Contractor's completion of installation of the Solar Equipment;

(c) provide the Prospective Buyer with an addendum to the purchase agreement for the Home describing the Solar Programs (the "**Solar Addendum**"), in the form set forth in **Exhibits L-1, L-2, and L-3** hereto, which may be updated from time to time as required by law or by Taylor Morrison in Taylor Morrison's sole and absolute discretion, with notice provided to Contractor of such update, which such notice may be provided via e-mail or other electronic methods;

(d) with the exception of talking points previously provided or approved in writing by Contractor, refrain from making any representations or promises to the Prospective Buyer about the Solar Equipment, and direct all questions from the Prospective Buyer about the Solar Equipment to Contractor. Notwithstanding the foregoing, Taylor Morrison may, at its discretion, use, display or depict any trademark, logo or design that may be owned or controlled by Contractor for the sole purpose of promoting the Solar Programs, provided, however, that such use is in line with Contractor's Brand Guidelines as provided to Taylor Morrison from time to time and confirmed in writing by Contractor as acceptable.

(e) provide Contractor with the following information necessary for Contractor to fulfill its obligations under this Agreement, provided that, in addition to any restrictions regarding Proprietary Information and/or Contract Documents set forth in this Agreement, in no instance shall Contractor retain or have any right, title or interest in any of the following information, and provided further that Contractor shall only utilize such information solely as is necessary to complete the Work:

(i) construction drawings and Title 24 documents meetings the requirements of the California Building Energy Code, address list, tract map, and copies of (a) the final building permit approval/certificate

of occupancy within ten (10) calendar days after the close of escrow and (b) the final solar permit approval within ten (10) calendar days the close of escrow. Taylor Morrison acknowledges that the System will not receive permission to operate from the utility without these documents.

(ii) design information through Taylor Morrison's system as necessary for Contractor to design for the Third Party Program:

(1) Escrow closing schedules (weekly updates (unless mutually agreed otherwise) to Contractor about upcoming home-specific closing dates and cancellations) to assist Contractor with facilitating the Solar Consultation process and subsequent utility interconnection process; and

(2) Work orders, which must be submitted to Contractor for solar rough and solar install no later than four (4) weeks prior to the applicable Prospective Buyer's System scheduled installation date, including Purchase Order for Systems once a customer has indicated they will participate in the Solar Purchase Program.

2. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile transmission shall be deemed delivery to the other party.

3. Except as modified in this Amendment to the Agreement (inclusive of all attachments, if any), all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and reconfirmed.

4. In the event of any conflict between the terms and provisions of this Amendment and any terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Capitalized terms used in this Amendment without definition but which are defined in the Agreement shall have the same meaning in this Amendment as in the Agreement.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

TAYLOR MORRISON:
Taylor Morrison Services, Inc.,
a Delaware corporation

By: DocuSigned by: Heather Mercer C1B21BCA7AF9409...
Print Name: Heather Mercer
Title: Vice President
Date: 11/29/2023

CONTRACTOR:
SunPower Corporation, Systems,
a Delaware corporation,

By: DocuSigned by: Matt Brost 802513C32BAB4EF...
Print Name:
Title: ~~Vice President of Sales, New Homes~~
Date: 11/29/2023

EXHIBITS

(attached)

EXHIBIT I

PURCHASE WARRANTY FOR PV MODULES

(ATTACHED)

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[i] (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[ii] 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	1st Year Minimum Peak Power	Maximum Annual Decline in Peak Power	25th 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.

©2022 SunPower Corporation. All Rights Reserved. SUNPOWER and the SUNPOWER Logo are registered trademarks of SunPower Corporation in the U.S. and other countries as well.

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.

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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 WARANTY 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 deemed it irrevocably waived.

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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) 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
Telephonically: 1.800.SUNPOWER

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[i] *"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.*

[ii] *"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/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower 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.*

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EXHIBIT J-1

FORM OF SOLAR LEASE (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	annual	${firstMo	${es t{	{lo anDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize} kW
Estimated year 1 production	{year1ProdEstimate}

Get more with SunPower

90% production guarantee (reimbursed biennially if we ever fall short).

Repairs, maintenance and insurance handled by SunPower at no extra cost.

24/7 monitoring for your entire system puts power at your fingertips.

12-year warranty protection for roof damage incurred at installation.

Prepay or transfer this agreement at any time. Just call us and we' ll help.

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SunPower Capital, LLC | Attn: SunPower Financing | 8900 Amberglen Blvd. | Suite 325 | Austin, Texas 78729
800.786.7693

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SUNPOWER®

Date: {date}

Lessee	**Lessor**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Leased System

Solar Panels	{solarPanelModuleBrand} {solarPanelsModuleName}
Panel Count and System Size	{panelCount} Panels, {systemSizeDC} kW (DC), {systemSizeAC} kW (AC)
Inverter	{inverters}
Source of Performance Data	SunPower
Monitoring System	{monitoringSystem}
Racking Equipment	{rackingEquipment}
Year 1 Production Estimate	{year1ProdEstimate} kWh
Lease Term Production Estimate	{leaseTermProdEstimate90_SPAP} kWh

Your Key Terms

Monthly Payment After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
Lease Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System, and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the Lease.
- Provide a Production Guarantee and Limited Warranty, as specified in the Lease.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the Lease.
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

- If you move, you may transfer this Lease to the purchaser of your Home, as specified in the Lease.
- If you move, you may purchase the System from Us for an amount equal to the System's Fair Market Value, plus any other amounts that are specified in the Lease.

What are your choices at the end of the term?

- You may request us to have the System removed at no additional cost to you.
- You may renew the Lease, as specified in the Lease.
- Otherwise, the Lease will automatically renew and continue on a year-to-year basis, unless We notify you that we will remove the System at the end of the term.

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1. INTRODUCTION

This solar lease (this "Lease") is the agreement between you and SunPower Capital, LLC (together with its successors and assigns, "Lessor," "We," "Us" or "Our"), covering the lease to you of the solar panel system (the "System") described below. Although the System will be installed at the installation location address listed above by the Installer identified above. This Lease is a lease only and not a contract for construction. This Lease will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Lease Term Start Date (as defined below). In the event that You do not close escrow on the Home, the Lease will be cancelled without penalty to You.

This Lease is up to fifteen (15) pages long and has up to six (6) exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. By signing this Lease you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. If you do not meet your contract obligations under this Lease, you may lose your rights to the System. If you have any questions regarding this Lease, please contact us at (800) 786-7693.

We will ensure the Installer performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the Lease Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

Shortly before the Lease Term Start Date, the Installer (together with the local utility, if necessary) will connect the System to the grid, test the operation of the System and train you in the use of the System. The Installer may perform such services by itself or through a competent subcontractor hired by the Installer, and approved by Us. IF THE SYSTEM AS INSTALLED DIFFERS FROM THE "SYSTEM DESCRIPTION" BELOW BUT INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT, YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS LEASE.

The Fannie Mae B2-3-04 compliance information is attached at **Exhibit E**.

If the Home is an attached condominium, then the provisions of the portion of **Exhibit F** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT) shall control any contrary provisions in this Lease.

If the Property is located in the State of California, then certain provisions of the Lease will be different from the body of the Lease, as set forth in **Exhibit G**.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the Installer prior to executing this Lease.

{initialsLabel}

2. LEASE TERM

We agree to lease you the System for twenty-five (25) years (300 full calendar months), plus, if the Lease Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Lease Term

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Start Date. We refer to this period of time as the "Lease Term." The Lease Term begins on the Lease Term Start Date. The "Lease Term Start Date" is the first date when all of the following things have happened:

(a) We are notified or otherwise determine that the System was placed into operation;

(b) interconnection of the System is complete with the local utility;

(c) all approvals needed to operate the System are in place; and

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this Lease.

3. DESCRIPTION OF LEASED PROPERTY

Item
Maximum Rated Capacity of System: {systemSizeDC} kW DC
Photovoltaic Modules (module model and quantity): {panelCount} {solarPanelModuleBrand} {solarPanelsModuleName}
Inverter (brand and model number): {inverters}
Racking (brand and model number(s)): {rackingEquipment}
SunPower Monitoring system (model number): {monitoringSystem}

Please confirm by initialing below that the foregoing Description of Leased Property matches the system description in the proposal provided to you on {date}.

{initialsLabel}

4. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth on Table 1 of **Exhibit B** attached hereto) describes your payment obligations under this Lease. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. Please see **Exhibit D** for more detail.

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(b) Additional Payment Requirements. In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

(i) Sale or Refinancing Fee: If you sell or refinance your Home and We are asked or required to provide any cooperation in connection with the sale or refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(ii) Returned Check Fee: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iii) Late Fee: You will pay a late payment fee equal to the lesser of $10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(c) Taxes

You agree to pay any applicable sales, use, or excise taxes on the payments due under this Lease. If this Lease contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. Your actual tax due will vary depending on changing tax rates over the term of this Lease. We have no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the Initial Term. If you make a Prepayment, SunPower will retain all its obligations under this Lease.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the Initial Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786- 7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 27 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments set forth in **Exhibit B**;

(ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

(iv) not modify your Home or the Property in a way that shades the System;

(v) upon your occupancy of your Home, be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);

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(vi) not remove any markings or identification tags on the System;

(vii) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

(viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(x) notify Us promptly if you think the System is not working properly, is damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(xi) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this Lease;

(xii) return any documents We send you for signature (like incentive claim forms) within seven (7) calendar days after receiving them;

(xiii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiv) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

(xv) not turn the System on without Our permission;

(xvi) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xvii) 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, if necessary, the purchase of a SunPower cellular plan at all times during the Lease Term;

(xviii) keep your SunPower Monitoring System connected at all times; and

(xix) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this Lease to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) System Construction:

The System will be installed at the Property by the Installer.

(c) Repair and Our Obligations:

We agree to:

(i) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

(iii) not put a lien on your Home or Property; and

(iv) require the Installer to remove and replace the System pursuant to the Limited Warranty or in accordance with Section 5(e).

(d) Insurance

We shall insure the System against all damage or loss unless (1) that damage or loss is caused by your gross negligence; or (2) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and, you must

continue performing your obligations under this Lease (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine, in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this Lease and terminate this Lease; provided however, if you have prepaid any Monthly Payments that are due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments.

(e) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve th e Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(f) No Alterations

You agree that you will not (i) move the System, (ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(g) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this Lease, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this Lease. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(h) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Us, Our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Lease; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

6. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS LEASE PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS LEASE WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE LEASE.

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By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

{initialsLabel}

7. NOT USED

8. TRANSFER

You agree that We may assign this System and/or Lease to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Lease as may be reasonably requested by Us.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the Lease Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a lease and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this Lease and applicable law, including a formal notice of this Lease which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this Lease.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS LEASE. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

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10. PURCHASING THE SYSTEM

(a) Purchase Option. You have the option to purchase the System as follows:

(i) Upon the fifth (5th) anniversary of the Lease Term Start Date;

(ii) If you sell your Home at any time during the Lease Term;

(iii) At the end of the Lease Term; or

(iv) In the event of Our default pursuant to Section 15(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the Lease will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

11. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the Lease, no later than sixty (60) days prior to the end of the Lease Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the Lease may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the Lease, then at least thirty (30) days prior to the end of the Lease Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this Lease will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility.**

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable Lease Term or any Renewal Term.

12. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this Lease and the Monthly Payments*.

You may transfer this Lease if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this Lease. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this Lease to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this Lease. If the Home Buyer defaults on this Lease and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your Lease obligations, you can purchase the System pursuant to the terms set forth in Section 10 (PURCHASING THE SYSTEM) above.

(b) Production Guarantee. If you transfer this Lease pursuant to Section 12(a)(i), We will determine whether there is a prorated Payment Amount (as defined in **Exhibit A**) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days after the Lease transfer. For example, if You transfer this Lease in month 6 of a Guarantee Period (as defined in **Exhibit A**) and We determine that there has been an

underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a Payment Amount for the remainder of the Guarantee Period, i.e. months 7 through 24, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in **Exhibit A**.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 12(a) above, you will be in default under this Lease. This Section 12 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS LEASE WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

13. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including the obligation to make Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the Lease, and cooperate with Us to have the System repaired, at Our sole cost and expense.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

(b) Damages Cap

Except for claims under Section 5(h) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

15. DEFAULT

(a) You will be in default under this Lease if any one of the following occurs:

(i) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

(ii) you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;

(iii) you have provided any false or misleading financial or other information to obtain this Lease;

(iv) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without Our prior written consent;

(v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

(vii) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or

(viii) the System is intentionally altered, damaged or destroyed by you or your gross negligence, or you expose the System to seizure, confiscation, forfeiture or other involuntary transfer.

DocuSigned by: HM TM DocuSigned by: MB Contractor

(b) We will be in default under this Lease if We fail to perform a material obligation under this Lease and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

16. REMEDIES IN CASE OF DEFAULT

(a) If this Lease is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this Lease and your rights to possess and use of the System;

(ii) suspend Our performance under this Lease;

(iii) take any reasonable action to correct your default or to prevent Our loss (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

(iv) proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;

(v) turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law; or

(vi) subject to Our agreement to arbitrate disputes under Section 18 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this Lease or by law.

(b) Subject to Section 17 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Lease be in default, We do not give up Our right to use that remedy in case of a subsequent default.

17. EARLY TERMINATION LIABILITY

If We exercise Our right under Section 16 (REMEDIES IN CASE OF DEFAULT) to terminate this Lease due to your default, We and you agree that, from the nature of this Lease, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination, We shall be entitled to recover from you, the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the Lease; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 17 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

18. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. 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. 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 18 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or Our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Lease. The arbitrator, however, is not authorized to change or alter the terms of this Lease or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this Lease.

{initialsLabel}

19. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this Lease. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

20. NOTICES

All notices under this Lease shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or

such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

We may engage a third party service provider (a "Lease Administrator"). If We notify you that We have engaged a Lease Administrator, then after such notice (and until any future notice to the contrary) you must also furnish all notices and communications in connection with this Lease to the Lease Administrator, at the address (and, if applicable, e-mail address) specified to you by Us.

21. PERMISSION TO CONTACT

We may contact you by telephone, electronic or postal mail, or invite you to participate in surveys or focus groups, to discuss your experience with Us, Our affiliates, Our products and services, Our network of installers, service providers, and suppliers, and Our maintenance organization.

We may use any telephone number you provide Us, even if that number is for a cellular telephone and/or Our using the number results in charges to you.

22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by terms of this Lease. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this Lease specific to a state, city or county conflicts with the terms of this Lease, that exhibit will govern with respect to Leases in that applicable state, city or county.

23. CUSTOMER DATA

For a copy of the SunPower Data Privacy Policy, please visit the following website:

https://us.sunpower.com/privacy/residential-solar-financing

By initialing below, you acknowledge your receipt of and opportunity to review the SunPower Data Privacy Policy.

{initialsLabel}

24. PUBLICITY

We will not publicly use or display any images of the System without your consent.

25. SURVIVAL

The provisions of this Lease regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this Lease.

26. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to affect the purposes of this Lease, including the preservation of Our interest in the System. In this Lease: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

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27. NOTICE OF RIGHT TO CANCEL

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE GREATER OF THE SEVENTH (7th) CALENDAR DAY OR THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this Lease, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this Lease contains an agreement to arbitrate. After signing this Lease, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this Lease and the exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease and the exhibits.

Lessee's Name: {customerNameLessee}

{es_cosignerCaption}

Lessor: SunPower Capital, LLC

The Installer with respect to this Lease is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System you have leased and warrant the output of the System you have leased. The System will be professionally installed by the duly licensed Installer at the address you listed in the agreement that this exhibit is appended to (the "Lease"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the Lease unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on Lease Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) System Warranty

During the entire Lease Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) Roof Warranty

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof, then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Lease Term, Operator will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Operator or Lessor under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the Lease Term Start Date (provided that Lessor has countersigned the Lease) and continue through the entire Lease Term. Thus, for as long as you lease the System from Lessor, you will have a System Warranty and Operator's Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

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(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each Guarantee Period (as defined below), the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE PERIOD	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr2}	{cumulativeAdjProductionYr2}	${avgratePerKwhYr2}
{prodGuaranteeYr4}	{cumulativeAdjProductionYr4}	${avgratePerKwhYr4}
{prodGuaranteeYr6}	{cumulativeAdjProductionYr6}	${avgratePerKwhYr6}
{prodGuaranteeYr8}	{cumulativeAdjProductionYr8}	${avgratePerKwhYr8}
{prodGuaranteeYr10}	{cumulativeAdjProductionYr10}	${avgratePerKwhYr10}
{prodGuaranteeYr12}	{cumulativeAdjProductionYr12}	${avgratePerKwhYr12}
{prodGuaranteeYr14}	{cumulativeAdjProductionYr14}	${avgratePerKwhYr14}
{prodGuaranteeYr16}	{cumulativeAdjProductionYr16}	${avgratePerKwhYr16}
{prodGuaranteeYr18}	{cumulativeAdjProductionYr18}	${avgratePerKwhYr18}
{prodGuaranteeYr20}	{cumulativeAdjProductionYr20}	${avgratePerKwhYr20}
{prodGuaranteeYr22}	{cumulativeAdjProductionYr22}	${avgratePerKwhYr22}
{prodGuaranteeYr24}	{cumulativeAdjProductionYr24}	${avgratePerKwhYr24}
{prodGuaranteeYr25}	{cumulativeAdjProductionYr25}	${avgratePerKwhYr25}

i. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Biennial kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) (“Payment Amount”) after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount”), unless such Payment Amount is due and payable in the last year of the Lease Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twenty-four (24) month anniversary of your Lease Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Period. You are responsible for ensuring that the System remains free of shading.

For example, if the first twenty-four (24) month period commences on October 1, 2024, and ends on September 30, 2026, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twenty-four (24) month period, Operator will pay you the difference between the Actual Biennial kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	Example Actual Biennial kWh	Example Guaranteed Energy Price per kWh	Example Payment to You
9,500	9,000	$0.10	$50.00

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ii. If, at the end of each successive twenty-four (24) month anniversary of your Lease Start Date, the Actual Biennial kWh is greater than the Production Guarantee during any twenty-four (24) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

iii. Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty:

"**Actual Biennial kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twenty-four (24) month anniversary of your Lease Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Period: (a) establish communication with Operator via your home's internet connection; and (b) maintain your Internet connection, at your cost, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Period, and at least once within thirty (30) days after the end of the Guarantee Period.

"**Guarantee Period**" is each successive period of a 24-month anniversary from the date you first establish Internet communication with Operator after the Lease Term Start Date, as described below ("Initial Communication Date"), to the next 24-month anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between 12 and 36 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 2 rather than Guarantee Period 1 (and for each successive Guarantee Period will be the amount listed as the next Guarantee Period, to the end of the Lease Term). Similarly, if the Initial Communication Date is between 36 months and 60 months after the Lease Term Start Date, the Production Guarantee for that Guarantee Period will be the amount listed for Guarantee Period 3, and so on for each successive Guarantee Period to the end of the Lease Term. The Guarantee Period will be 12 months for the last year the Lease Term (year 25).

"**Guaranteed Energy Price per kWh**" is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Period.

"**Production Estimate**" for a Guarantee Period is the estimated cumulative production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 90% of the Production Estimate for a Guarantee Period made by Operator. The Production Guarantee for each System for each Guarantee Period is in Table A.

iv. Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Biennial kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Biennial kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

A. emailing Operator at the email address in Section 7 below; or

B. writing Operator a letter and sending it via overnight mail with a well-known service at the address in Section 7 below.

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(ii) Transferable Limited Warranty

Operator will accept and honor any valid and properly submitted claim made during the Lease Term by any person to whom you properly transfer the Lease.

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission;

(v) your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Lessor's or Operator's prior written approval;

(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the Lease, but you will not be repaid for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

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4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by Lessor or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to Lessor under Section 11 of the Lease, then Lessor or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with Lessor, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and Lessor or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) Lessor or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, Lessor or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the Lease Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL LESSOR, OPERATOR, OR ITS AGENTS OR APPROVED SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Lessor or Operator's total liability arising out of, or relating to, this Limited Warranty shall in no event:

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the Lease and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Lease to the addresses listed below:

TO LESSOR: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the Lease or any subsequent billing address you provide.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or Lessor's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or Lessor's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Lease. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

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EXHIBIT B (Lease Payments)
Table 1

Monthly Lease Payments and Estimated Prepayments

Monthly Lease Payments – Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
{EstMnthlyLeasePmtsClmnYr1}	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
{EstMnthlyLeasePmtsClmnYr2}	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
{EstMnthlyLeasePmtsClmnYr3}	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
{EstMnthlyLeasePmtsClmnYr4}	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
{EstMnthlyLeasePmtsClmnYr5}	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
{EstMnthlyLeasePmtsClmnYr6}	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
{EstMnthlyLeasePmtsClmnYr7}	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
{EstMnthlyLeasePmtsClmnYr8}	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
{EstMnthlyLeasePmtsClmnYr9}	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
{EstMnthlyLeasePmtsClmnYr10}	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
{EstMnthlyLeasePmtsClmnYr11}	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
{EstMnthlyLeasePmtsClmnYr12}	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
{EstMnthlyLeasePmtsClmnYr13}	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
{EstMnthlyLeasePmtsClmnYr14}	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
{EstMnthlyLeasePmtsClmnYr15}	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
{EstMnthlyLeasePmtsClmnYr16}	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
{EstMnthlyLeasePmtsClmnYr17}	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
{EstMnthlyLeasePmtsClmnYr18}	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
{EstMnthlyLeasePmtsClmnYr19}	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
{EstMnthlyLeasePmtsClmnYr20}	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
{EstMnthlyLeasePmtsClmnYr21}	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
{EstMnthlyLeasePmtsClmnYr22}	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
{EstMnthlyLeasePmtsClmnYr23}	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
{EstMnthlyLeasePmtsClmnYr24}	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
{EstMnthlyLeasePmtsClmnYr25}	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the Lease Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

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Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
The Solar Incentive Amount (if applicable) ${solarIncentiveAmt}	Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the Lease Term Start Date[1]. If the Lease Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the Lease Term Start Date is January 30, your first monthly payment will occur on March 1. Your first monthly payment will be followed by: 11 monthly payments of ${BaseMnthlyPmtClmnYr1} 12 monthly payments of ${BaseMnthlyPmtClmnYr2} 12 monthly payments of ${BaseMnthlyPmtClmnYr3} 12 monthly payments of ${BaseMnthlyPmtClmnYr4} 12 monthly payments of ${BaseMnthlyPmtClmnYr5} 12 monthly payments of ${BaseMnthlyPmtClmnYr6} 12 monthly payments of ${BaseMnthlyPmtClmnYr7} 12 monthly payments of ${BaseMnthlyPmtClmnYr8} 12 monthly payments of ${BaseMnthlyPmtClmnYr9} 12 monthly payments of ${BaseMnthlyPmtClmnYr10} 12 monthly payments of ${BaseMnthlyPmtClmnYr11} 12 monthly payments of ${BaseMnthlyPmtClmnYr12} 12 monthly payments of ${BaseMnthlyPmtClmnYr13} 12 monthly payments of ${BaseMnthlyPmtClmnYr14} 12 monthly payments of ${BaseMnthlyPmtClmnYr15} 12 monthly payments of ${BaseMnthlyPmtClmnYr16} 12 monthly payments of ${BaseMnthlyPmtClmnYr17} 12 monthly payments of ${BaseMnthlyPmtClmnYr18} 12 monthly payments of ${BaseMnthlyPmtClmnYr19} 12 monthly payments of ${BaseMnthlyPmtClmnYr20} 12 monthly payments of ${BaseMnthlyPmtClmnYr21} 12 monthly payments of ${BaseMnthlyPmtClmnYr22} 12 monthly payments of ${BaseMnthlyPmtClmnYr23} 12 monthly payments of ${BaseMnthlyPmtClmnYr24} 12 monthly payments of ${BaseMnthlyPmtClmnYr25} each due on the same date of the month as the first monthly payment. The total of your monthly payments is ${totalPayments}e OR **If the Lease will be prepaid in full**, full prepayment of the Lease in the amount of ${fullPrePmtAmt} is due on the date the first monthly payment is due as first described above.	(Not part of your monthly payment) (If you cancel your automatic withdrawal your $7.50 ACH monthly benefit reflected in the Monthly Payments column will cease.) {otherChargesRow4} ${otherChargesAmtRow4}_____ {otherChargesRow5} ${otherChargesAmtRow5}_____ **Total** ${totalOtherCharges} _____	(The amount you will have paid by the end of the Lease) ${totalPayments}e

Purchase Option at End of Lease Term. At the end of the Lease Term you will have the option to purchase the System for the Fair Market Value. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.
***e means an estimate inclusive of sales and use tax.**

[1] **The Lease Term Start Date is defined in the Lease as the first date when all of the following things have happened: (a) We are notified or otherwise determine that the System was placed into operation; (b) interconnection of the System is complete with the utility; (c) all approvals needed to operate the System are in place; and (d) you hold so-called fee title to your Home.**

THE SYSTEM IS OWNED BY SUNPOWER CAPITAL, LLC

You acknowledge that you have received and read these disclosures prior to the receipt of the Lease:

Lessee's Signature:

Name: {customerNameLessee}

{signature2Label}

{signer2NameLabel} {signer2NameField}

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EXHIBIT C (Notice of Cancellation - LESSOR COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

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EXHIBIT C (Notice of Cancellation – LESSEE/CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of Lease)

You may CANCEL this transaction, without any Penalty or Obligation, within THE GREATER OF SEVEN CALENDAR DAYS OR FIVE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Lessee's Signature: _____

Please print name: _____

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EXHIBIT D (ACH Authorization Agreement)
Optional Authorization Agreement for Pre-Authorized Payments

I, {customerNameLessee} and {customerNameCoLessee} ("Customer"), intend to enter into a lease agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this lease ("Lease") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name:

Account Type: Checking

Routing No.:

Account No:

I understand that SunPower will process debit and credit entries to the above referenced account on or after the due date of each monthly payment in an amount equal to my most recent statement, except as expressly agreed to between SunPower and me.

I represent to SunPower that all persons whose signatures are required to withdraw funds from the above referenced account have executed this authorization agreement. I also hereby acknowledge that I have retained a copy of this authorization agreement for my records.

I hereby acknowledge that SunPower may process debit and credit entries for scheduled Lease rental payments or any other sum due and payable to SunPower or Customer pursuant to the referenced Lease between SunPower and me. I will receive advance notice of any debit that varies from the regularly scheduled Lease rental payment amount. I also acknowledge that SunPower may assign the Lease to a third party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the Lease is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable Lease or your obligation to make the required Lease rental payments.

Customer:

Name: {customerNameLessee}
Date:

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EXHIBIT E (Fannie Mae B2-3-04)

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

SunPower Acknowledgement. SunPower hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. SunPower hereby further acknowledges and agrees that SunPower does not have a lien on the Real Property, and that SunPower only has an interest in the System pursuant to the Lease.

SunPower agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of SunPower.

Representation; Covenant. SunPower represents and warrants that SunPower is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If SunPower removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, SunPower will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

SunPower will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, SunPower will not impede any sale of the Real Property.

Subordination. Without limiting SunPower's rights to the System under the Lease, Property Owner, SunPower and Lender hereby agree, to the extent that SunPower is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then SunPower will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's lease/agreement with the third party without charge.

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Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer either (i) complies with SunPower's then applicable credit requirements in accordance with terms and conditions of the Lease or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. SunPower confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. SunPower must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or SunPower for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

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EXHIBIT F (Attached Condominium Structure Addendum)

ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR LEASE AGREEMENT

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between {customerNameLessee} (**"Lessee"**) and SunPower Capital, LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

   "**(a) System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 5(e) of the Lease is hereby amended and restated in its entirety as follows:

   "**(e) Home Renovations or Repairs**

   If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

   "(i) Easement Agreement and Grant of Easement

   Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease

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and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The third sentence of Section 5(g) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 6 of the Lease, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A** to the Lease.

   (a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who leases the System," and (iii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

   (b) Without limiting the foregoing, the following is added to the end of Section 6 of the Lease:

   "LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

   (c) Operator is affiliated with Lessor. Lessor shall cause Operator to effectuate this Section.

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EXHIBIT G (California Lease Disclosures)

Lease Disclosures For California Residents Only

THE CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869 REQUIRES THAT WE PROVIDE CALIFORNIA RESIDENTS WITH THE FOLLOWING DISCLOSURES. THE ANSWERS TO THE FOLLOWING QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE LEASE AND ONLY SUMMARIZE CERTAIN TERMS OF THE LEASE. PLEASE READ THE TERMS OF THE LEASE CAREFULLY, AS THE TERMS OF THE LEASE, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH THE LESSOR. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE LEASE, THE TERMS OF THE LEASE ARE CONTROLLING.

1. ***How much energy will the System deliver?*** The Lessor estimates, but does not guarantee, that {leaseTermProdEstimate90_SPAP} kilowatt hours of electric energy will be delivered over the term of the Lease. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the Lease. Please consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the Lease work?*** The pricing and monthly payments are described in the Lease. The Lessor estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the Lease with the ACH discount will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

3. ***Who maintains and operates the System?*** As the lessee of the System, you are primarily obligated to notify the Lessor if the System isn't working properly. Lessor, as owner of the System, will be responsible for any necessary maintenance and operation of the System. Lessor will ensure that the System is protected against damage, theft, destruction, confiscation, requisition, inoperability or incapacity unless you damage or destroy the System intentionally or through your gross negligence, in which case you will be responsible.

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the Lease); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this Lease, subject to Lessor's approval as described in the Lease. If you elect this option (b) and the buyer is approved, your remaining obligations under the Lease will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the Lease consistent with above option (b), then you will be in default under this Lease and Lessor will be entitled to do one or more of the following:

(1) terminate this Lease and your rights to possess and use the System;
(2) suspend Our performance under the Lease;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) require you, at your expense, to return the System or make it available to Us in a reasonable manner;
(5) proceed by appropriate legal action, to enforce performance of this Lease and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) recover the Early Termination Liability (as defined in the Lease) and all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and
(8) pursue any other remedy available to Us in this Lease or by law.

5. ***What happens at the end of the Lease?*** At the end of the Lease, if you are not in default, you will have two options:

(a) You may extend the Lease term. The rental rate for any extended term will be provided to you in writing by Lessor. If you wish to exercise this option, you have to notify the Lessor at least 60 days but not more than 180 days before the original Lease term expires. If you extend the Lease term, the System will remain in place until the extended Lease term has expired; or

(b) Upon notice to Lessor, request that Lessor remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the Lease will automatically renew and continue on a year-to-year basis.

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EXHIBIT J-2

FORM OF PPA (PV only)

(ATTACHED)

SUNPOWER®

SunPower Financing Agreement

{customerName}, {customerStreetAddress}, {customerCity}, {customerState}, {customerPhoneNum}
{dealerInstallName}

Lock in cleaner energy

$0	{annual	${firstMo	${est S	{loanDu
Due today	Annual Solar bill increase	Monthly payment (includes ACH discount)	Est. price per kWh (year 1)	Term

System Details	
Solar panels	{solarPanelsModuleName}
Panel count	{panelCount}
System size	{systemSize}kW
Estimated year 1 production	{year1ProdEstimate}
Estimated electricity offset	{estElectricOffset}%

Get more with SunPower

Industry-best 95% production guarantee (reimbursed annually if we ever fall short).

Repairs, maintenance and insurance handled by SunPower at no extra cost.

24/7 monitoring for your entire system puts power at your fingertips.

12-year warranty protection for roof damage incurred at installation.

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Prepay or transfer this agreement at any time. Just call us and we'll help.

SunPower Capital, LLC. | Atten: SunPower Financing | 8900 Amberglen Blvd. | Suite 325 | Austin, Texas 78729
800.786.7693

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SUNPOWER®

Date: {date}

Customer	**SunPower**	**Installer**
{lesseeNamesBlock} {customerStreetAddress} {customerCity}, {customerState} {customerPostalCode} {customerPhoneNum}	SunPower Capital, LLC Attn: SunPower Financing 8900 Amberglen Boulevard Suite 325 Austin, Texas 78729 (800) 786-7693	{dealerInstallName} {dealerContractorsLicense} {dealerInstallerAddress} {dealerInstallerPhoneNumber}

Your Energy	
Year 1 Production Estimate	{year1ProdEstimate} kWh
PPA Term Production	{leaseTermProdEstimate95_SPAP} kWh
Source of Performance Data	SunPower

Your PPA	
SunPower Monthly PPA After ACH Discount (Yr1)	${BaseMnthlyPmtClmnYr1}
Estimated SunPower PPA Price per kWh (Yr1)	${estSunPowerLeasePricePerkWhYr1}
Annual Solar Bill Increase (Yr1)	{annualSolarBillIncreaseYr1}%
PPA Term	Approximately 25 Years (300 calendar months)

SunPower promises, We will…

- Insure the System and arrange for its repair and maintenance (including the inverter) at no additional cost to you as specified in the PPA.
- Provide a Production Guarantee and Limited Warranty, as specified in the PPA. **Please note that estimated savings are not guaranteed.** Savings estimates are based upon a number of factors, including some that are beyond our control, like Your actual energy usage and future utility rates.
- Provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the PPA
- Provide you a warranty of your roof against leaks.

What are your transfer choices during the term?

- If you move, you may transfer this PPA to the purchaser of your Home, as specified in the PPA.
- If you move, you may purchase the System from Us for an amount equal to the System's Fair Market Value, plus any other amounts that are specified in the PPA.

What are your choices at the end of the term?

- You may request us to have the System removed at no additional cost to you.
- You may renew the PPA, as specified in the PPA.
- Otherwise, the PPA will automatically renew and continue on a year-to-year basis, unless We notify you that we will remove the System at the end of the term.

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1. INTRODUCTION

This Power Purchase Agreement (this "PPA") is an agreement between you and SunPower Capital, LLC (together with its successors and assigns, "SunPower," "We," "Us" or "Our"), for the sale and purchase of all electric energy generated by a solar panel system (the "System") to be installed at the address listed above. This is not a contract for construction. The System will be installed by the Installer identified above. This PPA will refer to the location address you listed above as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your PPA Term Start Date (as defined below). In the event that You do not close escrow on the Home, the PPA will be cancelled without penalty to You.

This PPA is up to thirty one (31) pages long and has up to six (6) exhibits depending on the state where you live (including state-specific disclosures, where applicable). Our repair and maintenance designee, SunPower Corporation, Systems has agreed to provide a limited warranty on the System as described more fully in the Production Guarantee and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit A**. We will also provide you with a System user manual (the "Guide"), that contains important operation, maintenance, and service information.

This is a legally binding agreement, so please read everything carefully including all of the exhibits depending on the state where you live. If you have any questions regarding this PPA, please contact us at (800) 786-7693.

We will ensure the "Installer" performs design, permitting, construction, installation, testing, and activation of the System on your Home in conjunction with the construction of your Home by your Homebuilder. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to Us that on or prior to the PPA Term Start Date (as defined below) (a) you are the owner of the Property (that is, owner of so-called fee title, and not a tenant), (b) you occupy the Property, and (c) excluding your Homebuilder and your mortgage lender, if applicable, any other owners of the Property have acknowledged this PPA by execution hereof.

If the Property is within the state of California then certain provisions of this PPA will be different from the body of the PPA, as set forth in **Exhibit E**. If the Home is an attached condominium, then the provisions of the portion of **Exhibit E** entitled (ATTACHED CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT) shall control any contrary provisions in this PPA.

2. PPA TERM

We agree to sell you the power generated by the System for twenty-five (25) years (300 full calendar months), plus, if the PPA Term Start Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the PPA Term Start Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the PPA Term Start Date. The "PPA Term Start Date" is the first date upon when all of the following things have happened:

a) We are notified or otherwise determine that the System was placed into operation;

(b) interconnection of the System is complete with the local utility;

(c) all approvals needed to operate the System are in place; and

(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, You have accepted the System for the purpose of this PPA.

3. PRICE AND PAYMENT TERMS

(a) Monthly Payments

The Monthly Payments section (set forth in **Exhibit B**) describes your payment obligations under this PPA. Your first monthly payment of ${BaseMnthlyPmtClmnYr1} is due on the one-month anniversary of the PPA Term Start Date. If the PPA Term Start Date occurs after the 28th of the month, your first monthly payment will occur on the 1st of the second following month. For example, if the PPA Term Start Date is January 30, your first monthly payment will occur on March 1.

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SunPower reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You will receive a $7.50 monthly discount if you agree to automatic Monthly Payments through your checking or savings account. You will **NOT** receive a $7.50 monthly discount if you do not make automatic Monthly Payments through your checking or savings account.

(b) Additional Payment Requirements. In addition to the other amounts you agree to pay in this PPA, you agree to pay the following:

(i) Sale or Refinancing Fee: If you sell or refinance your Home and We are asked or required to provide any cooperation in connection with the sale or refinancing, We may charge you the reasonable expenses We incur in connection with such cooperation;

(ii) Returned Check Fee: $15 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and

(iii) Late Fee: You will pay a late payment fee equal to the lesser of $10, 5% of the unpaid portion of any payment that is not received by Us within 10 days after it is due, or the maximum amount allowed by state law.

(c) Taxes

You agree to pay any applicable sales, use, or excise taxes on the payments due under this PPA. If this PPA contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. Your actual tax due will vary depending on changing tax rates over the term of this PPA. We have no responsibility to you for any increased real property taxes you may be subject to as a result of the installation of the System.

(d) Prepayment of Monthly Payments

(i) At any time, you may make a Prepayment of all outstanding and remaining payments to be paid by You during the PPA Term. If you make a Prepayment, SunPower will retain all its obligations under this PPA.

(ii) A "Prepayment" shall equal (1) any Monthly Payments due or unpaid, plus (2) the remaining Monthly Payments for PPA Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal as of the last day of the calendar month prior to the date the pre-payment is made) and (y) 5%. Estimated Prepayments for each year of the PPA Term are shown in **Exhibit B**. A Prepayment quote can be obtained by calling (800) 786-7693 or emailing SunPowerFinancing@sunpower.com.

(e) Acknowledgment

YOU AGREE THAT THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN SECTION 26 (NOTICE OF RIGHT TO CANCEL), YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM. YOU FURTHER AGREE THAT WHENEVER RELEVANT YOU AND WE WILL TREAT THIS PPA AS A "LEASE" AND NOT A "SERVICE CONTRACT" FOR U.S. FEDERAL INCOME TAX PURPOSES.

4. PPA OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

(i) make the monthly payments and all other payments required under Section 3 (PRICE AND PAYMENT TERMS);

(ii) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

(iv) not modify your Home or the Property in a way that shades the System;

(v) upon your occupancy of your Home, be responsible for any conditions at your Home and Property that affect the installation (e.g., blocking access to the roof or removing a tree that is in the way);

(vi) permit Us or our designee, after We give you reasonable notice, to inspect the System for proper operation as We reasonably determine necessary;

(vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(viii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(ix) notify Us promptly if you think the System is not working properly, is damaged or appears unsafe, if the System is stolen, and prior to changing your power supplier;

(x) excluding your Homebuilder and your mortgage lender, if applicable, have anyone who has an ownership interest in your Home sign this PPA;

(xi) return any documents We send you for signature (like incentive claim forms) within seven (7) days of receiving them;

(xii) if you are notified of any recall of the System or its components, cooperate with the de-installation and return of the System or affected component(s);

(xiii) not allow a judgment, tax lien, municipal charge or tax levy to be filed against the System and keep the System free and clear of all liens, claims, levies and legal processes not created by Us;

(xiv) not turn the System on without Our permission;

(xv) take reasonable steps to prevent unauthorized access to the roof of your Home and prevent System vandalism;

(xvi) 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), or if necessary, utilize a cellular plan provided by SunPower at no cost to you at all times during the PPA Term;

(xvii) keep your SunPower Monitoring System connected at all times; and

(xviii) authorize Us to make inquiries concerning your credit history and standing from time to time. We may report information about your performance under this PPA to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.

(b) Insurance, Repair and Our Obligations:

We agree to:

(i) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. In cases where We bear the risk of loss, our sole obligation to you will be to arrange for the Installer to repair or replace the System to the extent required by the Limited Warranty and you must continue performing your obligations under this PPA (including the obligation to make Monthly Payments). Notwithstanding the foregoing, if We determine in Our sole discretion, that the System cannot be restored to its original condition, then We reserve the right to apply all insurance proceeds to your outstanding Monthly Payments due under this PPA and terminate this PPA; provided however, if you have prepaid any Monthly Payments that are

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due and payable after We determine that the System cannot be restored to its original condition, then you will be entitled to a portion of the available insurance proceeds to reimburse you for such prepaid Monthly Payments;

(ii) ensure that the System will be repaired pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging repairs;

(iii) measure the amount of power the System delivers to you, so long as you satisfy the Communication Requirements provided in the Limited Warranty; and

(iv) not put a lien on your Home or Property.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at your sole cost and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property.

(d) No Alterations

You agree that you will not (i) move the System,(ii) make any modifications, improvements, revisions or additions to the System, (iii) remove any markings or identification tags, or (iv) take any other action that could void the Limited Warranty on the System without Our prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Our property**.**

(e) Access to the System

You grant to Us and Our employees, agents, service providers and contractors the right to reasonably access all of the Property as necessary for the purposes of performing Our obligations under this PPA, including but not limited to designing, installing, repairing or monitoring the System, or for enforcing Our rights under this PPA. We shall provide you with reasonable notice of Our need to access the Property. You shall ensure that our access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

(f) 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 PPA; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) Installer or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this PPA.

5. WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT A**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS PPA PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL AND THAT WE HAVE NOT PROMISED TO YOU THAT THIS PPA WILL RESULT IN AN OVERALL ENERGY COST SAVINGS TO YOU. YOU ALSO UNDERSTAND THAT THE LIMITED WARRANTY IS PROVIDED BY A THIRD PARTY AND WILL NOT AFFECT YOUR OBLIGATIONS UNDER THE PPA.

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By initialing below, you acknowledge the Production Guarantee and Limited Warranty attached as **Exhibit A** is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

{initialsLabel}

6. NOT USED

7. TRANSFER

You agree that We may assign the System and/or this PPA to one of Our financing partners without your consent. Such an assignment will not change Our obligation to ensure that the System is maintained and repaired as set forth in the Limited Warranty. If requested by Us, you agree to execute and deliver to any such transferee, assignee, or financing partner an acknowledgment and confirmation of your obligations under this PPA as may be reasonably requested by Us.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is removable equipment owned by SunPower, is Our personal property under the Uniform Commercial Code and not a fixture (or real property) regardless of whether it is attached to real property, and will remain Our personal property even after installation and through the end of the PPA Term. You also acknowledge that We have the right to file any UCC-1 financing statement or fixture filing that confirms Our interest in the System. You understand and agree that this is a PPA and not a sale agreement. We own the System for all purposes, including any data generated from the System. If the System is located in California, you agree that We may record a "Notice of an Independent Solar Energy Producer Contract" with the applicable county recorder's office, pursuant to Section 2869 of the California Public Utilities Code. If the System is located in any other State, you consent to any regulatory or governmental filing that is consistent with this PPA and applicable law, including a formal notice of this PPA which, among other things, provides record notice that the System is not a fixture to the Property. You agree, at Our request, to notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System is SunPower's personal property and not a fixture (or real property) and to use reasonable efforts to obtain the consent of any mortgagee(s) of the Property to this PPA.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR SYSTEMS LOCATED IN NEW YORK AND PENNSYLVANIA, RENEWABLE ENERGY CREDITS WILL BE RETAINED BY YOU. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, A REQUIREMENT FOR YOU TO ENTER INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS PPA. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

9. PURCHASING THE SYSTEM

(a) Purchase Option. You have the option to purchase the System as follows: DS HM TM DS MB Contractor

(i) Upon the fifth (5th) anniversary of the PPA Term Start Date;

(ii) If you sell your Home at any time during the PPA Term;

(iii) At the end of the PPA Term; or

(iv) In the event of Our default pursuant to Section 14(b)(DEFAULT).

(b) Purchase Price. In each of (i), (ii) and (iii) above, the price you pay for the System will be the fair market value ("Fair Market Value") at the time of the Your purchase. The Fair Market Value will be determined by an independent appraiser hired by Us to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. If the System is purchased prior to the fifth (5th) anniversary of the In-Service Date, the Fair Market Value will include the recapture of any federal tax credits.

(c) Purchase Terms. Any purchase of the System will be on an AS-IS, WHERE-IS basis and you will be responsible for payment of any sales taxes or similar other taxes, fees or charges imposed on you or Us by governmental authorities in connection with such a sale and purchase. After purchase, We will provide you a bill of sale, the PPA will be terminated and neither You nor SunPower will have any remaining obligations. For clarity, this includes termination of all obligations regarding repair, maintenance or the Production Guarantee set forth in **Exhibit A**. If possible, We will assign to you any product and/or workmanship warranties still in effect for the System.

10. RENEWAL; REMOVAL AT END OF TERM

(a) Renewal; Automatic Renewal. If We have not provided you notice that We do not want to renew the PPA, no later than sixty (60) days prior to the end of the PPA Term or any Renewal Period (defined below), We will send you written notice of the terms ("Renewal Terms") on which the PPA may be renewed on a one-year basis (each year a "Renewal Period"). If you do not want to renew the PPA, then at least thirty (30) days prior to the end of the PPA Term, you must submit a written request that We remove the System. **If You neither (a) accept the Renewal Terms nor (b) submit a request for removal, this PPA will automatically renew on a year-to-year basis at a rate for electric energy equal to 10% less than the then current average rate charged by your local utility**.

(b) Removal of the System. We will remove the System within thirty (30) days after the expiration or termination of the applicable PPA Term or any Renewal Term.

11. SELLING YOUR HOME

(a) If you sell your Home you can either:

(i) *Transfer this PPA and the Monthly Payments*.

You may transfer this PPA if the person buying your Home (the "Home Buyer") signs a transfer agreement assuming all of your rights and obligations under this PPA. The Home Buyer must submit to a credit check for financial reporting purposes, but the result of that credit check will not impact Your ability to transfer this PPA to the Home Buyer. We will provide the transfer agreement and escrow instructions. If the sale of your Home closes in accordance with Our escrow instructions you will be released from your obligations under this PPA. If the Home Buyer defaults on this PPA and We have not yet received the signed transfer agreement, you will be responsible for his or her default.

(ii) *Purchase the System*.

If you are in compliance with your PPA obligations, you can purchase the System pursuant to the terms set forth in Section 9 (PURCHASING THE SYSTEM), above.

(b) Production Guarantee. If you transfer this PPA pursuant to Section 11(a)(i), We will determine whether there is a prorated Payment Amount (as defined in Exhibit A) due to You at the time of transfer. If a Payment Amount is due to You, We will send such Payment Amount to You within thirty (30) days of the PPA transfer. For example, if You transfer this PPA in month 6 of a Guarantee Year (as defined in Exhibit A) and We determine that there has been an underperformance during months 1 through 6, We will send you a Payment Amount for that period. The Home Buyer would then receive a

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Payment Amount for the remainder of the Guarantee Year, i.e. months 7 through 12, if applicable. From that point on, the Home Buyer's Production Guarantee will be based on the terms set forth in Exhibit A.

(c) You agree to give Us at least thirty (30) days' prior written notice of the sale of your Home.

(d) If you sell your Home and cannot comply with any of the options in paragraph 11. (a) above, you will be in default under this PPA. This Section 11 (SELLING YOUR HOME) also applies to a Home sale by your estate or heirs.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT. THE TERMS OF THIS PPA WILL BE BINDING ON YOU AND YOUR HEIRS AND PERSONAL REPRESENTATIVES.

12. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft, or destruction will excuse you from your obligations under this PPA, including the obligation to make Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, then you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA, and cooperate with Us to have the System repaired at Our sole cost and expense.

13. LIMITATION OF LIABILITY

(a) No Consequential Damages

OUR LIABILITY TO YOU UNDER THIS PPA SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES.

(b) Damages Cap

Except for claims under Section 4(f) (INDEMNITY), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16 (EARLY TERMINATION LIABILITY), or with respect to property damage by Us, One Million Dollars ($1,000,000).

14. DEFAULT

(a) You will be in default under this PPA if any one of the following occurs:

(i) you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

(ii) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fifteen (15) days after We provide written notice;

(iii) you have provided any false or misleading financial or other information to obtain this PPA;

(iv) you assign, transfer, encumber or sell this PPA or any part of the System without Our prior written consent;

(v) you (i) make an assignment for the benefit of creditors, (ii) admit in writing your insolvency, (iii) file, or there is filed against you, a voluntary petition in bankruptcy, (iv) are adjudicated bankrupt or insolvent, or (v) undertake or experience any substantially similar activity;

(vi) foreclosure proceedings are filed involving Your Home or you allow other creditors by legal process to take your money or property;

(vii) the System is disabled or disconnected and you do not notify Us of such event after you learn of such event; or

(viii) the System is intentionally altered, damaged or destroyed by you or yours gross negligence, or you expose the System to seizure, confiscation, forfeiture, or other involuntary transfer.

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(b) We will be in default under this PPA if We fail to perform a material obligation under this PPA and do not initiate a remedy of such failure within a period of ninety (90) days after We receive notice of such failure.

15. REMEDIES IN CASE OF DEFAULT

(a) If this PPA is in default, We may take any one or more of the following actions. Where required by law, We will give you notice before taking any of these actions. We may:

(i) terminate this PPA and your rights to possess and use of the System;

(ii) suspend Our performance under this PPA;

(iii) take any reasonable action to correct your default or to prevent Our loss; (any costs We incur to do so will be added to the amount you owe Us and will be immediately due);

(iv) proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;

(v) turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law; or

(vi) subject to Our agreement to arbitrate disputes under Section 17 (APPLICABLE LAW; ARBITRATION), use any other remedy available to Us in this PPA or by law.

(b) Subject to Section 16 (EARLY TERMINATION LIABILITY) with respect to your Early Termination Liability, you agree to repay Us for any reasonable amounts We pay to correct or cover your default. By choosing any one or more of the remedies in paragraph (a) above, We do not give up Our right to use another remedy. By deciding not to use any remedy should this PPA be in default, We do not give up Our right to use that remedy in case of a subsequent default.

16. EARLY TERMINATION LIABILITY

If We exercise our right under Section 15 (REMEDIES IN CASE OF DEFAULT) to terminate this PPA due to your default, We and you agree that, from the nature of this PPA, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your default. Therefore, We and you agree that in the case of such termination We shall be entitled to recover from you the "Early Termination Liability," which is a sum equal to (i) the Monthly Payments that are unpaid for the year in which the default has occurred; plus (ii) the Fair Market Value; plus (iii) any accrued and unpaid late charges; plus (iv) any dishonored payment item fees; plus (v) in the case of a termination whereby the System is removed from your Property, any amounts We expend to dismantle, remove and recover the System; plus (vi) any other amounts then due to Us under the PPA; less (vii) the amount We receive (less a reasonable fee payable to Us for Our services in selling the System) upon disposition of the System (not to exceed the amount of the Early Termination Liability), or an amount to which We and you otherwise agree. You may obtain, at your expense, a professional appraisal by an independent third party (agreed to by Us and you) of the value that could be realized through sale of the System at wholesale after the System has been removed from your Property which shall be final and binding on the parties. As described above in this Section 16 (EARLY TERMINATION LIABILITY), any proceeds We receive upon actual disposition of the System will reduce the Early Termination Liability payable by you.

17. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA 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 of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9

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of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. 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 17 (APPLICABLE LAW; ARBITRATION) 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. Neither of us, nor any other person, may pursue a Dispute 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 PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are agreeing to arbitrate all disputes arising out of or related to this PPA.

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18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this PPA. If Customer includes more than one person, We may release one or more of you without releasing the other(s).

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19. NOTICES

All notices under this PPA shall be given in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing. Each party shall deem a document sent via PDF as an original document.

We may engage a third-party service provider (a "PPA Administrator"). If We notify you that We have engaged a PPA Administrator, then after such notice (and until any future notice to the contrary) you must also furnish all notices and communications in connection with this PPA to the PPA Administrator, at the address (and, if applicable, e-mail address) specified to you by Us.

20. PERMISSION TO CONTACT

We may contact you by telephone, electronic or postal mail, or invite you to participate in surveys or focus groups, to discuss your experience with Us, Our affiliates, Our products and services, Our network of dealers/installers, service providers, and suppliers, and Our maintenance organization.

We may use any telephone number you provide Us, even if that number is for a cellular telephone and/or Our using the number results in charges to you.

21. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the PPA of the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. It is understood that (a) none of Our representatives has any power to change, modify or make any other terms or representations whatsoever than those herein stated, and (b) any representations made by Our representatives are superseded by the terms of this PPA. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. If an exhibit to this PPA specific to a state, city, or county conflicts with the terms of this PPA, that exhibit will govern with respect to PPAs in that applicable state, city or county.

22. CUSTOMER DATA

For a copy of the SunPower Data Privacy Policy, please visit the following website:

https://us.sunpower.com/privacy/residential-solar-financing

By initialing below, you acknowledge your receipt of and opportunity to review the SunPower Data Privacy Policy.

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23. PUBLICITY

We will not publicly use or display any images of the System without your consent.

24. SURVIVAL

The provisions of this PPA regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this PPA.

25. FURTHER ASSURANCES; RULES OF CONSTRUCTION

You agree to cooperate in completing or executing documents or taking other actions necessary to effect the purposes of this PPA, including the preservation of Our interest in the System. In this PPA: (i) whenever the singular number is used,

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the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

26. NOTICE OF RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS PPA AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS PPA. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT (ATTACHED HERETO AS EXHIBIT C).

By signing this PPA, you acknowledge you have read and understand your cancellation rights and the implications of cancellation and you have been informed orally of your cancellation rights.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this PPA contains an agreement to arbitrate. After signing this PPA, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

I have read this PPA and the exhibits in their entirety and I acknowledge that I have received a complete copy of this PPA and the exhibits.

Customer's Name: {customerNameLessee}

{es_cosignerCaption}

SunPower : SunPower Capital, LLC

The Installer with respect to this PPA is:

{dealerInstallName}
{dealerInstallerAddress}
{dealerContractorsLicense}

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Exhibit A (Limited Warranty)

PRODUCTION GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Production Guarantee and Limited Warranty (this "Limited Warranty") is an agreement made by SunPower Corporation, Systems ("Operator") to provide you warranties on the System and warrant the output of the System. The System will be professionally installed by the duly licensed Installer at the address you listed in the Power Purchase Agreement (the "PPA"). Capitalized terms in this **Exhibit A** will have the same meaning as the capitalized terms in the PPA unless they are differently defined in this **Exhibit A**. This Limited Warranty begins on PPA Term Start Date.

2. LIMITED WARRANTIES

(a) Limited Warranties

Operator warrants the System as follows:

(i) **System Warranty**

During the entire PPA Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) **Roof Warranty**

Operator assigns to you the following roof warranty provided by the Installer: If installing the System requires penetrations to your Home's roof during a System installation and thereby causes damages to areas of the roof then such roof damage will be repaired for your benefit, at any time during the period from the date the Installer begins installation of System through twelve (12) years (the "Roof Warranty Period"); and

(iii) **Repair Promise**

During the entire PPA Term, Operator will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to Operator or SunPower under this Limited Warranty (the "Repair Promise"). If Operator or a contractor retained by Operator damages your Home, your belongings, or your Property, Operator will arrange to repair the damage caused or pay you for the damage caused subject to the limitations of liability provided in Section 6 of this Limited Warranty. Operator's service providers may use new or reconditioned parts when making repairs or replacements. Operator may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs of the System that do not involve safety or performance shall be made at Operator's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (a)(iii) above will start on the PPA Term Start Date (provided that SunPower has countersigned the PPA) and continue through the entire PPA Term. Thus, for as long as you are a party to this PPA, you will have a System Warranty and Operator's Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

(c) Production Guarantee and Warranties

Production Guarantee

Operator estimates that each year during the PPA Term the System will generate the Production Guarantee (as defined below) of kilowatt–hours (kWh) in the table set forth below:

TABLE A

GUARANTEE YEAR	PRODUCTION GUARANTEE (kWh)	GUARANTEED ENERGY PRICE PER kWh
{prodGuaranteeYr1}	{guaranteedAnnualProdYr1}	${ratePerKwhYr1}
{prodGuaranteeYr2}	{guaranteedAnnualProdYr2}	${ratePerKwhYr2}
{prodGuaranteeYr3}	{guaranteedAnnualProdYr3}	${ratePerKwhYr3}
{prodGuaranteeYr4}	{guaranteedAnnualProdYr4}	${ratePerKwhYr4}
{prodGuaranteeYr5}	{guaranteedAnnualProdYr5}	${ratePerKwhYr5}
{prodGuaranteeYr6}	{guaranteedAnnualProdYr6}	${ratePerKwhYr6}
{prodGuaranteeYr7}	{guaranteedAnnualProdYr7}	${ratePerKwhYr7}
{prodGuaranteeYr8}	{guaranteedAnnualProdYr8}	${ratePerKwhYr8}
{prodGuaranteeYr9}	{guaranteedAnnualProdYr9}	${ratePerKwhYr9}
{prodGuaranteeYr10}	{guaranteedAnnualProdYr10}	${ratePerKwhYr10}
{prodGuaranteeYr11}	{guaranteedAnnualProdYr11}	${ratePerKwhYr11}
{prodGuaranteeYr12}	{guaranteedAnnualProdYr12}	${ratePerKwhYr12}
{prodGuaranteeYr13}	{guaranteedAnnualProdYr13}	${ratePerKwhYr13}
{prodGuaranteeYr14}	{guaranteedAnnualProdYr14}	${ratePerKwhYr14}
{prodGuaranteeYr15}	{guaranteedAnnualProdYr15}	${ratePerKwhYr15}
{prodGuaranteeYr16}	{guaranteedAnnualProdYr16}	${ratePerKwhYr16}
{prodGuaranteeYr17}	{guaranteedAnnualProdYr17}	${ratePerKwhYr17}
{prodGuaranteeYr18}	{guaranteedAnnualProdYr18}	${ratePerKwhYr18}
{prodGuaranteeYr19}	{guaranteedAnnualProdYr19}	${ratePerKwhYr19}
{prodGuaranteeYr20}	{guaranteedAnnualProdYr20}	${ratePerKwhYr20}
{prodGuaranteeYr21}	{guaranteedAnnualProdYr21}	${ratePerKwhYr21}
{prodGuaranteeYr22}	{guaranteedAnnualProdYr22}	${ratePerKwhYr22}
{prodGuaranteeYr23}	{guaranteedAnnualProdYr23}	${ratePerKwhYr23}
{prodGuaranteeYr24}	{guaranteedAnnualProdYr24}	${ratePerKwhYr24}
{prodGuaranteeYr25}	{guaranteedAnnualProdYr25}	${ratePerKwhYr25}

(i) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh (defined below) generated by the System is less than the Production Guarantee, then Operator will send you a payment in an amount equal to the difference between the Production Guarantee and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than $5.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the PPA Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to you. If a Payment Amount is due under this Limited Warranty, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve

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(12) month anniversary of your PPA Start Date until the Minimum Payment Amount has been reached. Operator will make that payment at the end of a Guarantee Year. You are responsible for ensuring that the System remains free of shading.

For example, if the first twelve (12) month period commences on October 1, 2024, and ends on September 30, 2025, and the energy the System actually generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Operator will pay you the difference between the Actual Annual kWh and the Production Guarantee multiplied by the Guaranteed Energy Price per kWh. See the table below for a real-world example.

Example Production Guarantee	**Example Actual Annual kWh**	**Example Guaranteed Energy Price per kWh**	**Example Payment to You**
9,500	9,000	$0.10	$50.00

(ii) If, at the end of each successive twelve (12) month anniversary of your PPA Start Date, the Actual Annual kWh is greater than 105% of the Production Estimate during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Production Guarantee, then this additional energy is yours at no additional cost.

(iii) Defined Terms. The following capitalized terms will have the below meanings when used in this Limited Warranty:

"**Actual Annual kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Operator during each successive twelve (12) month anniversary of your PPA Start Date, as measured by the hardware that Operator or the Installer installs and as communicated to Operator by you pursuant to the Communication Requirements (as defined below).

"**Communication Requirements**" means the following actions you must take for this Limited Warranty (and the possibility of credit) to be available in a Guarantee Year: (a) establish communication with Operator via your home's internet connection; and (b) maintain your Internet connection, at your cost, so that Operator's hardware can transmit information about the System's electricity production for at least two consecutive hours at least once each month in that Guarantee Year, and at least once within thirty (30) days after the end of the Guarantee Year.

"**Guarantee Year**" is each successive period of a calendar year from the date you first establish Internet communication with Operator after the PPA Term Start Date, as described below ("Initial Communication Date"), to the next anniversary of the Initial Communication Date. As per the Communication Requirements, if a period of one calendar month passes without a two-hour period of communication, the resumption of communication for at least two consecutive hours, whenever it occurs, will establish a new Initial Communication Date. Because the performance of the System will degrade over time, if the Initial Communication Date is between six and 18 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 2 rather than Guarantee Year 1 (and for each successive Guarantee Year will be the amount listed as the next Guarantee Year, to the end of the PPA Term). Similarly, if the Initial Communication Date is between 18 months and 30 months after the PPA Term Start Date, the Production Guarantee for that Guarantee Year will be the amount listed for Guarantee Year 3 rather than Guarantee Year 2, and so on for each successive Guarantee Year to the end of the PPA Term.

"**Guaranteed Energy Price per kWh**" is the value set forth on Table A of this Limited Warranty for the applicable Guarantee Year.

"**Production Estimate**" for a Guarantee Year is the estimated production made by Operator using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, roof pitch, and orientation.

"**Production Guarantee**" is 95% of the Production Estimate for a Guarantee Year made by Operator. The Production Guarantee for each System for each Guarantee Year is in column 2 of Table A.

(iv) Contingency for Lost Data. In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the SunPower Monitoring System, Operator will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Operator will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Operator will make the adjustment based on the original kWh expectation attributable to such period. This section states Operator's sole liability, and your exclusive remedy, for any shortfall in Actual Annual kWh arising from any equipment failure or lost data relating to the SunPower Monitoring System.

(d) Making a Claim; Transferring this Warranty

(i) **Claims Process**

You can make a claim by:

A. emailing Operator at the email address in Section 7 below; or

B. writing Operator a letter and sending it via overnight mail with a well-known service at the address in Section 7 below.

(ii) **Transferable Limited Warranty**

Operator will accept and honor any valid and properly submitted claim made during the PPA Term by any person to whom you properly transfer the PPA.

(e) Exclusions and Disclaimer

Operator's obligations to provide the guarantee provided in this Limited Warranty will cease and the limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement, or correction required due to the following:

(i) someone other than Operator, Installer, or a subcontractor specifically approved by Operator or Installer (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed, or repaired the System;

(ii) a power or voltage surge caused by someone other than Operator or Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(iii) destruction or damage to the System or its ability to safely produce energy not caused by Operator, Installer, or an Approved Subcontractor while servicing the System (e.g. if a tree falls on the System not due to any of Operator's negligence or that of Installer);

(iv) the System is prevented from operating due to local utility or public utilities commission due to no fault of Operator;

(v) your failure to perform, or breach of, your obligations under the PPA (e.g., you modify or alter the System);

(vi) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Operator and their service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

(vii) any Force Majeure Event (as defined below);

(viii) a change in usage of the Property or any buildings at or near such Property that may affect insolation without SunPower's or Operator's prior written approval;

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(ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

(x) any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required Operator or an Approved Subcontractor to locate the inverter in a non-shaded area); or

(xi) theft of the System (e.g., if the System is stolen, the System will be replaced per the PPA, but you will not be repaid for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from State to State. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(A) AND (C) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY OPERATOR WITH RESPECT TO THE SYSTEM. OPERATOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. OPERATOR'S STANDARDS

For the purpose of this Limited Warranty, the standards for Operator's performance, and that of Approved Subcontractors, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

(a) You agree that if (i) the System needs any repairs that are not the responsibility of Operator under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Operator, or another similarly qualified service provider approved by SunPower or Operator, perform such repairs, removal and reinstallation at Your expense.

(b) If you want to return the System to SunPower under Section 10 of the PPA, then SunPower or Operator will arrange to remove the System at no cost to you. Operator will arrange to return your Home's roof area within three inches of the mounting penetrations to a waterproof condition. You agree to reasonably cooperate with SunPower, Operator, and Approved Subcontractors in removing the System including providing necessary space, access and storage, and SunPower or Operator will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Operator is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Operator will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) SunPower or Operator, as soon as is reasonably practical, give you notice describing the Force Majeure Event;

(b) Operator's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, SunPower or Operator will arrange to make repairs); and

(c) None of Operator's obligations that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event are excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Operator's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery

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or acceptance of power due to: an act of god; war (declared or undeclared); pandemic (including governmental acts or orders related to COVID-19); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that, with respect to orders not related to health or safety, such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued) or changes in law passed by any governmental authority (provided that such changes relate specifically to the design, construction, installation, interconnection or operation of any of the System that is implemented after the PPA Term Start Date that materially and adversely affects Operator's ability to perform its obligations); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Operator's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Operator or an Approved Subcontractor, including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Operator or under Operator's control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY RECOVER ONLY DIRECT DAMAGES, INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(C) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SUNPOWER, OPERATOR, OR ITS AGENTS OR APPROVED SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, SunPower or Operator's total liability arising out of, or relating to, this Limited Warranty shall in no event:

(i) For System replacement: exceed the greater of (a) the sum of the Monthly Payments over the term of the PPA and (b) the original cost of the System; and

(ii) For damages to your Home, belongings and Property: exceed one million dollars ($1,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the PPA to the addresses listed below:

TO SUNPOWER: SunPower Capital, LLC
c/o SunPower Corporation, Systems
8900 Amberglen Boulevard, Suite 325
Austin, TX 78729
Attention: SunPower Financing
Telephone: (800) 786-7693
Email: SunPowerFinancing@sunpower.com

TO YOU: At the billing address in the PPA or any subsequent billing address you provide.

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8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Operator may assign its or SunPower's rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Operator's or SunPower's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who purchases the electricity from the System under the PPA. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty and production guarantee of the System.

EXHIBIT B

Monthly Payments and Estimated Prepayments

Monthly PPA Payments-Contract Year	Monthly Payment (after Automatic Payment Discount)	Estimated Prepayment *
Year 1: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr1}	${ppaAnnualPrePaymentYr1}
Year 2: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr2}	${ppaAnnualPrePaymentYr2}
Year 3: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr3}	${ppaAnnualPrePaymentYr3}
Year 4: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr4}	${ppaAnnualPrePaymentYr4}
Year 5: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr5}	${ppaAnnualPrePaymentYr5}
Year 6: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr6}	${ppaAnnualPrePaymentYr6}
Year 7: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr7}	${ppaAnnualPrePaymentYr7}
Year 8: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr8}	${ppaAnnualPrePaymentYr8}
Year 9: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr9}	${ppaAnnualPrePaymentYr9}
Year 10: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr10}	${ppaAnnualPrePaymentYr10}
Year 11: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr11}	${ppaAnnualPrePaymentYr11}
Year 12: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr12}	${ppaAnnualPrePaymentYr12}
Year 13: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr13}	${ppaAnnualPrePaymentYr13}
Year 14: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr14}	${ppaAnnualPrePaymentYr14}
Year 15: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr15}	${ppaAnnualPrePaymentYr15}
Year 16: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr16}	${ppaAnnualPrePaymentYr16}
Year 17: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr17}	${ppaAnnualPrePaymentYr17}
Year 18: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr18}	${ppaAnnualPrePaymentYr18}
Year 19: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr19}	${ppaAnnualPrePaymentYr19}
Year 20: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr20}	${ppaAnnualPrePaymentYr20}
Year 21: 11 Monthly PPA Payments	${BaseMnthlyPmtClmnYr21}	${ppaAnnualPrePaymentYr21}
Year 22: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr22}	${ppaAnnualPrePaymentYr22}
Year 23: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr23}	${ppaAnnualPrePaymentYr23}
Year 24: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr24}	${ppaAnnualPrePaymentYr24}
Year 25: 12 Monthly PPA Payments	${BaseMnthlyPmtClmnYr25}	${ppaAnnualPrePaymentYr25}

*Estimated Prepayment assumes that a Prepayment is made at the first month of a contract year and that no payments are outstanding. The actual Prepayment will be based on the month that the Prepayment is made: if the PPA Term Start Date is January 1, the estimated Prepayment assumes that the Prepayment is also made on January 1 of the relevant contract year. If, for example, the Prepayment is made on June 1, the actual Prepayment will be calculated based on outstanding and remaining payments at that time. A Prepayment quote can be obtained by calling Us at (800) 786-7693 or emailing SunPowerFinancing@sunpower.com

EXHIBIT C (Notice of Cancellation - SUNPOWER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date].***

Customer's Signature:

Please print name: _____

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EXHIBIT C (Notice of Cancellation – CUSTOMER COPY)

NOTICE OF CANCELLATION

(Date of PPA)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN CALENDAR DAYS following receipt by the seller of your 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 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 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 Capital, LLC, at 8900 Amberglen Boulevard, Suite 325, Austin, TX 78729, USA

NOT LATER THAN MIDNIGHT OF

I HEREBY CANCEL THIS TRANSACTION.

_____ ***[Date]*.**

Customer's Signature:

Please print name: _____

EXHIBIT D (ACH Authorization Agreement)

Optional Authorization Agreement for Pre-Authorized Payments

I, {customerNameLessee} and {customerNameCoLessee} ("Customer"), intend to enter into a PPA agreement with SunPower Capital, LLC ("SunPower") to finance a solar system on my home. To facilitate the payments associated with this PPA ("PPA") between SunPower and me, by signing below I hereby authorize SunPower to initiate debit and credit entries to the checking account indicated below. I also authorize the financial institution named below to enter such debits or credits to such account.

Bank Name:

Account Type: Checking

Routing No.:

Account No:

I understand that SunPower will process debit and credit entries to the above referenced account on or after the due date of each monthly payment in an amount equal to my most recent statement, except as expressly agreed to between SunPower and me.

I represent to SunPower that all persons whose signatures are required to withdraw funds from the above referenced account have executed this authorization agreement. I also hereby acknowledge that I have retained a copy of this authorization agreement for my records.

I hereby acknowledge that SunPower may process debit and credit entries for PPA monthly payments or any other sum due and payable to SunPower or Customer pursuant to the referenced PPA between SunPower and me. I will receive advance notice of any debit that varies from the invoiced PPA monthly payment amount. I also acknowledge that SunPower may assign the PPA to a third-party financing source and that the assignee may then initiate debit and credit entries per this authorization.

If a payment is returned unpaid, SunPower may resubmit it up to the number of times permitted by law and bank rules. I understand that my bank may impose a fee for returned payments. SunPower may also cancel my authorization if a payment is returned unpaid. In order to avoid returned payments, I agree to provide SunPower immediately with updated information regarding the account identified above.

Customer hereby acknowledges that this agreement will not be terminated until the PPA is paid in full, or the Customer provides verbal (please contact SunPower at (800) 786-7693) or written notification to cancel this authorization agreement and has allowed SunPower a reasonable amount of time to act upon the request. The termination of this authorization agreement does not terminate the fully enforceable PPA or your obligation to make the required PPA payments.

Customer:

Name: {customerNameLessee}
Date:

EXHIBIT E (New Homes Provisions)

The following explains why this PPA complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels)

SunPower has designed its residential PPA program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "Requirements").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the PPA should not be included in your debt-to-income (DTI) ratio calculation because the PPA:

- provides delivery of a specific amount of energy at a fixed payment during a given period, and
- includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the PPA for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the PPA, the PPA provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive anniversary of your PPA term, the actual annual kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the actual annual kWh, multiplied by the rate per kWh specified in the PPA's production guarantee.

Equipment Provider Acknowledgement. Equipment Provider hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. Equipment Provider hereby further acknowledges and agrees that Equipment Provider does not have a lien on the Real Property, and that Equipment Provider only has an interest in the System pursuant to the PPA.

Equipment Provider agrees to comply with the current Fannie Mae selling guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of the Equipment Provider. Furthermore,

Representation; Covenant. Equipment Provider represents and warrants that Equipment Provider is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument.

If Equipment Provider removes all or any portion of the System upon termination of the PPA or at any other time or for any other reason, Equipment Provider will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence.

Equipment Provider will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the PPA, and the Fixture Filling does not make the home ineligible for FHA insurance.

Furthermore, Equipment Provider will not impede any sale of the Real Property.

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Subordination. Without limiting Equipment Provider's rights to the System under the PPA, Property Owner, Equipment Provider and Lender hereby agree, to the extent that Equipment Provider is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new PPA/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing PPA. If the Lender or subsequent purchaser elects to not assume the contract, then Equipment Provider will remove the System at no cost to the Lender or Purchaser.

Lender has the right to become the beneficiary of the borrower's PPA/agreement with the third party without charge

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the PPA on the condition that the homebuyer either (i) complies with Equipment Provider's then applicable credit requirements in accordance with terms and conditions of the PPA or (ii) qualifies for a mortgage to purchase the Real Property.

Insurance. Equipment Provider confirms and agrees to maintain a general liability insurance policy that covers damage to the Residence caused by faulty installation, malfunction, or other manufacturing defects, whether or not covered by the warranty. Equipment Provider must not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or Equipment Provider for the purposes of carrying out and effectuating this PPA and the intent hereof, and evidencing this PPA, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This PPA may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This PPA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This PPA shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This PPA may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT E (New Homes Provisions) – cont'd

CONDOMINIUM STRUCTURE ADDENDUM TO SOLAR POWER PURCHASE AGREEMENT

The terms of this Addendum apply to the PPA only if the roof associated with the Customer's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Power Purchase Agreement (**"Addendum"**) is attached to and forms a part of the Solar Power Purchase Agreement (**"PPA"**) between {customerNameLessee} (**"Customer"**) and SunPower Capital, LLC (together with its successors and assigns, **"SunPower," "We," "Us"** or **"Our"**), concerning the solar panel system (**"System"**) described in the PPA.

The System that serves Customer's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located. Accordingly, Customer and SunPower are entering into this Addendum in order to supplement, modify and clarify certain provisions of the PPA to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the PPA. If there is a conflict between the PPA and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

SunPower and Customer agree that the PPA is amended as follows:

1. SunPower and Customer acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the PPA to "Property" or "Home" shall mean the condominium unit owned by Customer in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 4(a) of the PPA is hereby amended and restated in its entirety as follows:

   "(a) **System, Home and Property Maintenance**

   To the extent within your control, you agree to:"

3. Section 4(c) of the PPA is hereby amended and restated in its entirety as follows:

   "give Us at least 15 days' prior notice of your intent to repair or improve the Property if such repairs or improvements could interfere with the System, such that We can remove or otherwise protect and secure the System, at your sole cost and expense prior to commencement of such repairs or improvements and reinstall the System after the repair or improvements have been completed;"

4. The third sentence of Section 4(e) is hereby amended and restated as follows:

   "During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

5. Section 4(g) is added to the PPA as follows:

   "(g) Easement Agreement and Grant of Easement

   SunPower and Customer acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the SunPower may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, SunPower obligations concerning performance of System maintenance work, and SunPower and Association obligations concerning removal and replacement of Systems

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for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this PPA and the Easement Agreement (if any), SunPower and Customer agree that the Easement Agreement shall control concerning the Association Property.

6. Pursuant to Section 5 of the PPA, the System is warranted under the Limited Warranty made by SunPower Corporation, Systems ("**Operator"**) and attached as Exhibit A to the PPA. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of Exhibit A to the PPA.

(a) Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, (ii) Section 8 of the Limited Warranty that provides "[t]his Limited Warranty protects only the person who purchases the electricity from the System under the PPA," and (iii) any other provision of the PPA or Limited Warranty to the contrary, SunPower agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Customer or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

(b) Without limiting the foregoing, the following is added to the end of Section 5 of the PPA:

"SUNPOWER SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

(c) Operator is affiliated with SunPower. SunPower shall cause Operator to effectuate this Section.

EXHIBIT F (California PPA Disclosures)

PPA Disclosures For California Residents Only

THE CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869 REQUIRES THAT WE PROVIDE CALIFORNIA RESIDENTS WITH THE FOLLOWING DISCLOSURES. THE ANSWERS TO THE FOLLOWING QUESTIONS ARE NOT INTENDED TO ANSWER ALL QUESTIONS YOU MAY HAVE ABOUT THE PPA AND ONLY SUMMARIZE CERTAIN TERMS OF THE PPA. PLEASE READ THE TERMS OF THE PPA CAREFULLY, AS THE TERMS OF THE PPA, AND NOT THIS DISCLOSURE, WILL LEGALLY BIND YOU AND GOVERN YOUR RELATIONSHIP WITH THE SUNPOWER. IN THE EVENT THIS DISCLOSURE IS INACCURATE OR INCONSISTENT WITH THE PPA, THE TERMS OF THE PPA ARE CONTROLLING.

1. ***How much energy will the System deliver?*** SunPower estimates, but does not guarantee, that {leaseTermProdEstimate95_SPAP} kilowatt hours of electric energy will be delivered over the term of the PPA. SunPower Corporation, Systems has provided you a Production Guarantee and Limited Warranty that commences at the same time as the PPA. PPA consult the Production Guarantee and Limited Warranty for details on guaranteed output.

2. ***How does the pricing in the PPA work?*** The pricing and monthly payments are described in **Exhibit B** to this Agreement. SunPower estimates that the approximate price per kilowatt hour of electric energy supplied over the life of the PPA will be ${avrgOfRatePerKWHofLease} per kilowatt hour.

3. ***Who maintains and operates the System?*** As the Customer of the System, you are primarily obligated to notify SunPower if the System isn't working properly. SunPower, as owner of the System, will be responsible for any necessary maintenance and operation of the System. SunPower will ensure that the System is protected against damage, theft, destruction, confiscation, requisition, inoperability or incapacity unless you damage or destroy the System intentionally or through your gross negligence, in which case you will be responsible.

4. ***What happens if I sell my home?*** If you sell your home you may either:

(a) purchase the System and any unexpired warranties AS IS, WHERE IS for a purchase price equal to the Fair Market Value Amount (as defined in the PPA); or

(b) require the buyer as a condition of the sale of your home to apply to assume all of your obligations under this PPA, subject to SunPower's approval as described in the PPA. If you elect this option (b) and the buyer is approved, your remaining obligations under the PPA will cease.

If you sell your home and do not either purchase the System consistent with above option (a) or assign the PPA consistent with above option (b), then you will be in default under this PPA and SunPower will be entitled to do one or more of the following:

(1) terminate this PPA and your rights to possess and use the System and recover the Early Termination Liability (as defined in the PPA);
(2) suspend Our performance under the PPA;
(3) take any reasonable action to correct your default or prevent Our loss; any amount We pay will be owed by you and immediately due;
(4) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, proceed by appropriate legal action, to enforce performance of this PPA and recover damages for your breach;
(6) turn off or take back the System by legal process or self-help, as long as We do not disturb the peace or violate the law;
(7) seek reimbursement from you of all any reasonable amounts We pay to correct or cover your default, including costs and expenses incurred by Us relating to the System's return; and

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(8) Subject to our agreement to arbitrate disputes under Section 17 of this Agreement, pursue any other remedy available to Us in this PPA or by law.

5. ***What happens at the end of the PPA?*** At the end of the PPA, if you are not in default, you will have two options:

(a) You may extend the PPA term. The rental rate for any extended term will be provided to you in writing by SunPower. If you wish to exercise this option, you have to notify SunPower at least 60 days but not more than 180 days before the original PPA term expires. If you extend the PPA term, the System will remain in place until the extended PPA term has expired; or

(b) Upon notice to SunPower, you may request that SunPower remove the System.

If you do not exercise either of the options above, and SunPower does not exercise its option to allow the Term to expire, the PPA will automatically renew and continue on a year-to-year basis.

EXHIBIT L-1

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory Solar Lease or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Lease or Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either purchase or lease the System at Buyer's sole and exclusive cost. Any lease of the System will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase or lease a System, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the lease or purchase of the System, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to purchase or lease the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to lease the System, the lease will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to lease the System, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either purchase or lease the System within the timeframes set forth in this Addendum. The System purchase program and lease program are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the Lease, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

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3.1 **Battery**. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the Lease or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the Lease or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the Lease, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. **PURCHASE OF A SYSTEM**. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 **Warranty**. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet

port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM LEASE PROGRAM**. If Buyer elects to lease a System from Solar Provider, Buyer will enter into a Solar Lease Agreement ("**Lease**") with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The Lease and any related documents are prepared by Solar Provider and Buyer should review the Lease and any related documents carefully and understand them prior to entering into the Lease or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the Lease or solar leases in general. Buyer will make monthly payments to Solar Provider under the Lease.

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Seller will not be a party to the Lease. Under the Lease Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's lease program; provided, however, that the provisions of the Lease and/or other Solar Provider lease program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 **About the Lease**. The Lease has an initial term of 25 years. The billing cycle under the Lease begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the Lease, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The Lease is for the equipment specified in the Lease and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The Lease may be subject to automatic renewal under its terms. Buyer should review the Lease and understand any automatic renewal of the Lease and any related conditions or provisions before entering into the Lease.

5.2 **Warranty and Production Guarantee**. The Lease contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the Lease, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the Lease. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering leasing the System. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who lease a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Lease or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Lease and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company..

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the Lease, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with leased solar panels. The Lease form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into a Lease, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including,

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without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer leases solar panels, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that leasing a System may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 Other Lease Issues. If Solar Provider removes the System upon the expiration of the Lease or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a Lease, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the Lease may contain specific requirements for Buyer if Buyer sells or transfers the Home during the Lease term, which may include the obligation to either transfer the Lease obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the Lease), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE LEASE. BUYER SHOULD REVIEW THE ENTIRE LEASE CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the Lease, the Lease documents or the Lease program, buyer should contact Solar Provider.**

6. OTHER INFORMATION ABOUT THE SYSTEMS.

6.1 Limited Warranty.

6.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

6.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the

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installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the Lease with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or

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residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

9. **SOLAR ACT AND IMPROVEMENTS**.

9.1 **Solar Shade Control Act**. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 **Shading Restrictions**. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 **Homeowner Replacement of System or Upgrade to System After Closing**. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. **FURTHER INFORMATION REGARDING SOLAR**.

10.1 **Marketing Materials**. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements.

10.2 **Information from the State of California**. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider the lease payment you pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for purchasing or leasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the Lease, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to lease or purchase the System.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

Climate Zone	Estimated Annual kWh/kWstc Generation	Estimated Annual Dollar Savings at Various Utility Electric Energy Rate $0.10/kWh	$0.15/kWh	$0.20/kWh	$0.25/kWh	$0.30/kWh
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a Lease for the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a Lease with Solar Provider for the System, (ii) Buyer's failure to enter into the Lease by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a Lease or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a Lease or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a Lease or purchase of the System. If the System has been so designated as being subject to a Lease, then Buyer will be required to enter into the Lease or assume the Lease within the timeframes set forth in this section.

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11.1 **Acknowledgment of Lease Qualification Requirements**. If Buyer elects to enter into a Lease for the System, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the Lease. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the Lease prior to Buyer selecting the Lease option. If Buyer selects the Lease option and fails to qualify for the Lease, Buyer is advised that the failure to enter into the Lease shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to lease or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any Lease, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

_____ _____
«BuyerFirstName» «BuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

_____ _____
«CoBuyerFirstName» «CoBuyerLastName» Date

SELLER'S COMMUNITY SALES MANAGER:

_____ _____
«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

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EXHIBIT L-2

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory PPA or Purchase)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase or System Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____ ("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. Buyer is required to either enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**"), or purchase the System at Buyer's sole and exclusive cost. Any PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the additional expense to purchase a System or purchase the power generated by a System under the PPA, (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home, and (iii) the maintenance and repair expenses of the System that may occur outside of any warranty offered by Solar Provider. If Buyer does not want to enter into the PPA or purchase a System, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete any System or modify the options available to Buyer for the purchase of a System or the purchase of the power generated by a System under the PPA, including without limitation the cost of any purchase of the System as an option, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Whether Buyer elects to enter into the PPA or purchase the System, Solar Provider, or its agents or assignees, will install the System. If Buyer elects to purchase the power generated by a System under the PPA, the PPA will be offered by Solar Provider. In order to provide you with information regarding the System including the cost thereof, PPA terms, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, and Buyer is opting to enter into the PPA, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As noted above, Buyer must either enter into a PPA to purchase the power generated by the System or purchase the System within the timeframes set forth in this Addendum. The System purchase program and PPA are both further described below. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). If Buyer elects to purchase the System, Solar Provider shall provide directly to Buyer a warranty applicable to the System ("**Solar Provider Warranty**"). Sample copies of the PPA, Solar Provider Warranty, and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared

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by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before electing to enter into a PPA or purchase a System.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as part of the System, and only as specified in the PPA or purchase documentation for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA or Solar Provider Warranty. In addition, the Guaranty or Solar Provider Warranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty or Solar Provider Warranty. Buyer should review carefully review the PPA, Guaranty, Solar Provider Warranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. PURCHASE OF A SYSTEM. If Buyer elects to purchase a System, the System shall be installed on the Home as part of the Property purchase from Seller, with the System installed as an Option on the Home, subject to the applicable price for such Option payable by Buyer. If Buyer elects to purchase a System as an Option, Buyer will enter into the applicable documentation regarding the purchase of such Option with Seller, including without limitation providing any necessary information to Buyer's Lender, within the timeframe set forth in this Addendum, but in all events prior to Closing.

4.1 Warranty. **If Buyer elects to purchase the System as an Option, the System will not be covered by Seller's Limited Warranty**. Solar Provider shall provide the Solar Provider Warranty directly to Buyer. The Solar Provider Warranty has been prepared by Solar Provider, and Buyer should review the terms and conditions of the Solar Provider Warranty and understand them prior to electing to purchase the System. Buyer should read all documents relating to the System prior to electing to purchase a System. Any maintenance, service, performance or warranty questions or claims associated with the System should be directed to Solar Provider. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding the System, the longevity of the System, the Solar Provider Warranty and the performance by Solar Provider of claims under the Solar Provider Warranty, or any components or parts used therein or the solvency or condition of Solar Provider. Buyer will be required to look to Solar Provider or the manufacturer of a component of the System for any warranty claims. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the roof will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider.

4.2 **Internet Solar Monitoring**. Solar Provider may require that purchasers of a System maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the Solar Provider Warranty or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the Solar Provider Warranty and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.3 **Federal, State and/or Local Energy Incentives**. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of the System. However, Buyer is solely responsible for obtaining any applicable credits and/or incentives. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances.

At or after Closing, Solar Provider will provide the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller or Solar Provider will give Buyer a statement of cost for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information are collectively referred to as "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System, or any other matter whatsoever having to do with the System.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Purchase Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Closing regardless of the reason, including, without limitation, delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at http://www.irs.gov. The Database of State Incentives for Renewables and Efficiency (http://www.dsireusa.org) is another source of information on state, local, utility and federal energy and energy efficiency incentives, however, Buyer is responsible for consulting with Buyer's tax and legal advisors in confirming the applicability or requirements or any credit, incentive or similar programs. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. **SYSTEM PPA PROGRAM**. If Buyer elects to enter into an agreement with Solar Provider to purchase from Solar Provider all of the electricity generated by the System, Buyer will enter into a PPA with Solar Provider within

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the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum. **Buyer should read each document related to Solar Provider's PPA program carefully and understand them before electing to enter into the PPA or signing any documents.**

5.1 **About the PPA**. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer is the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA.

5.2 **Warranty and Production Guarantee**. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider. Any warranty on the System is that issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty if Buyer is considering entering into a PPA. Seller's Limited Warranty does not cover the System.

5.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to the Production Monitor that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider. The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

5.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

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5.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. If Buyer elects to enter into the PPA, Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

5.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

6. **OTHER INFORMATION ABOUT THE SYSTEMS**.

6.1 **Limited Warranty**.

6.1.1 **Warranty and Service of a System**. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Solar Provider Warranty or Guaranty.

6.1.2 **Seller's Limited Warranty**. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Solar Provider Warranty, (iv) the performance by Solar Provider under the Solar Provider Warranty, (v) the Guaranty, (vi) the performance by Solar Provider under the Guaranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer's warranty, or (ix) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

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6.2 **Solar Provider and System Component Manufacturers' Warranties**. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Solar Provider Warranty, Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Solar Provider Warranty, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

6.3 **Placement of Systems**. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

6.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider (if applicable). A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. **SYSTEM PERFORMANCE**.

7.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

7.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 **Uncontrolled Shading**. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. **ATTACHED RESIDENCES**. The provisions of this Section apply only if the Home is an attached residence.

8.1 **Installation of System**. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 **Removal and Maintenance of the System**. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 **Easement Agreement and Grant of Easement**. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

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9. SOLAR ACT AND IMPROVEMENTS.

9.1 Solar Shade Control Act. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

9.2 Shading Restrictions. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

9.3 Homeowner Replacement of System or Upgrade to System After Closing. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

10. FURTHER INFORMATION REGARDING SOLAR.

10.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to enter into a PPA or purchase the System, investment decisions or tax decisions, or when executing other binding agreements.

10.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA or purchasing a System. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA, if applicable, carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home, or the election to enter into the PPA or purchase the System.

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«BuyerLotNo»

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

11. BUYER TO SELECT OPTION AND ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Once such election is made, Buyer may not alter the selected System, including any resizing of the System, without the prior written consent of Seller. If Buyer elects to enter into a PPA, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer elects to purchase the System, then Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall execute an Options Report Addendum or Options Report Amendment (as applicable) to evidence the purchase of the System, and (ii) Buyer shall be solely responsible for the payment of any increase in the Purchase Price as a result of the purchase of the System. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA or purchase of the System within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement. Notwithstanding the foregoing, if the System has already been installed and/or designated as subject to a PPA or incorporated into the purchase of the Home by Seller, as reflected in an Options Report Addendum, Buyer shall be notified of such circumstance and Buyer shall not have the right to select an alternate option with respect to the System and the entry into a PPA or purchase of the System. If the System has been so designated as being

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subject to a PPA, then Buyer will be required to enter into the PPA or assume the PPA within the timeframes set forth in this section.

11.1 **Acknowledgment of PPA Qualification Requirements**. If Buyer elects to enter into a PPA, then: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. Buyer acknowledges that it is Buyer's sole responsibility to confirm that Buyer will qualify for the PPA prior to Buyer selecting the PPA option. If Buyer selects the PPA option and fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Select Option and Enter Into Documentation Within Specified Period".

12. **ACKNOWLEDGMENTS OF BUYER**. By signing this Addendum, Buyer additionally acknowledges and agrees that:

12.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

12.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

12.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision whether to enter into a PPA or purchase the System and whether to purchase the Home;

12.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

12.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date
«CoBuyerFirstName» «CoBuyerLastName»	Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName»	Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

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«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

By: _____ _____
Name: _____ Date
Title: _____

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EXHIBIT L-3

FORM OF SOLAR ADDENDUM TO TAYLOR MORRISON PURCHASE AGREEMENT (Mandatory PPA ONLY)

(ATTACHED)

«BuyerLastName»
«BuyerSubdivision»
«BuyerLotNo»

SOLAR ENERGY SYSTEM ADDENDUM
(Mandatory Solar Power Purchase)

This Solar Energy System Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. MANDATORY SOLAR ENERGY SYSTEM. Seller has arranged with an independent third-party, _____("**Solar Provider**"), to install a photovoltaic solar system ("**System**") on the Home. In connection with Buyer's entry into the Purchase Agreement and purchase of the Home, Buyer is required to enter into an agreement with Solar Provider to purchase all of the electricity generated by the System (such agreement referred to as the "**PPA**") at Buyer's sole and exclusive cost within the time frames set forth in this Addendum. The PPA will be entered into directly with Solar Provider. Prior to entering into the Purchase Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as: (i) the requirement to enter into the PPA with Solar Provider; (ii) the additional expense to purchase the power generated by a System under the PPA and (iii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from the Home. If Buyer does not want to enter into the PPA, Buyer will not be able to purchase the Home. Seller reserves the right to add or delete the availability or accompanying terms associated with any System and/or the terms of the PPA offered by Solar Provider, at any time without prior notice to Buyer.

2. SOLAR PROVIDER CONSULTATION. Solar Provider, or its agents or assignees, will install the System and the PPA will be offered by and entered into with Solar Provider or its affiliate. In order to provide you with information regarding the System and the PPA terms, including the costs thereunder, and how the System and/or solar energy works in relation to the grid power, the estimated solar savings, etc., Solar Provider offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, Solar Provider must contact you. Please indicate by checking the appropriate box below whether Seller may provide Solar Provider with your name(s), email address, phone number(s), address of the Property and the estimated Closing Date (collectively, "**Contact Information**") in order for Solar Provider to schedule a Solar Consultation with you. If Buyer instructs Seller not to provide Buyer's Contact Information to Solar Provider, Buyer is obligated to contact Solar Provider directly to schedule the Solar Consultation within 3 business days of the date of the Purchase Agreement Date, or such shorter period as may be necessary for the Solar Consultation to occur prior to the estimated Closing Date.

☒ If this box is checked, Buyer agrees that Seller may provide Buyer's Contact Information to Solar Provider.

☐ If this box is checked, Buyer hereby instructs Seller not to provide Buyer's Contact Information to Solar Provider.

Buyer's Initials to Confirm Option Selected above: _____ _____ _____ _____ _____

3. SYSTEM EQUIPMENT. The System equipment includes: (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use, (c) equipment that allows communication between the System and the Solar Provider and/or other parties in connection with the monitoring of the System and its performance, and (d) related movable equipment. The System converts sunlight into electricity but does not directly heat water for the Home or exterior improvements (such as pools and spas). Sample copies of the PPA, , and an operating and maintenance manual, if any is provided by Solar Provider ("**Solar Provider Maintenance Manual**"), each as prepared by the Solar Provider, are available for Buyer's review from Solar Provider. **Buyer should read all documents relating to the System carefully before entering into a PPA.**

3.1 Battery. The System may also consist of one or more battery or storage devices that store electricity for use in the Home (collectively, "**Battery**"), subject to the availability and inclusion of any such device as

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part of the System, and only as specified in the PPA for the System provided by the Solar Provider. Each Battery will draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by Solar Provider. If the System includes a Battery, Solar Provider may have the right to manage the use of stored energy in the System, including the Battery, as described in the PPA. In addition, the Guaranty may contain waivers of Buyer's claims against the Solar Provider and other provisions specific to the use, warranty and functionality of the Battery, which may include certain prohibited uses of the Battery, including a prohibition on the use of the Battery to heat a swimming pool or any other prohibited uses. Each Battery will power its designated circuits only, and not the entire Home. There is no guaranty or warranty that the backup capacity of the Battery will be available without interruption during every power outage, and the Battery may fail to provide adequate backup power. The Battery may also have a limited storage of backup power that may be used in case of a utility outage, whether due to Solar Provider discharge or otherwise. TO THE EXTENT THE SYSTEM INCLUDES A BATTERY, BATTERY BACKUP POWER SHOULD NOT BE RELIED UPON TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911. If mishandled, the Battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers. The terms of any warranty applicable to the Battery may differ from that applicable to the remaining components in the System that are subject to the Guaranty. Buyer should review carefully review the PPA, Guaranty and any additional warranty applicable to the Battery, as applicable, to determine any rights, obligations or limitations of Buyer with respect to the Battery, to the extent the System includes a Battery. Seller's Limited Warranty does not cover the System or any Battery.

4. **SYSTEM PPA PROGRAM**. Buyer is obligated to enter into a PPA with Solar Provider within the timeframe set forth in this Addendum, but in all events prior to Closing. The PPA and any related documents are prepared by Solar Provider and Buyer should review the PPA and any related documents carefully and understand them prior to entering into the PPA or signing any documents. **A sample copy of the PPA prepared by Solar Provider is available from Seller for Buyer's review and Buyer should carefully review the PPA (including any addendum thereto) and understand it before entering into the Purchase Agreement to purchase the Home or the PPA.** Any questions regarding the PPA should be directed to Solar Provider. Buyer is advised to consult with an attorney if Buyer has questions regarding regulations that may govern the PPA or power purchase agreements in general. Buyer will make monthly payments to Solar Provider under the PPA for the purchase of all of the power generated by the System. Seller will not be a party to the PPA. Under the PPA Buyer will NOT own the System as part of the Home. The System will be owned by the Solar Provider and Solar Provider may file a fixture filing and other notices after Closing in order to document Solar Provider's ownership of the System. The following is provided as a disclosure of certain features that may be a part of the Solar Provider's PPA program; provided, however, that the provisions of the PPA and/or other Solar Provider PPA program documents will control over any contrary provisions contained in this Addendum.

4.1 **About the PPA**. The PPA has an initial term of 25 years. The billing cycle under the PPA begins on the date that each of the following have occurred: (i) all approvals needed to operate the System are in place, (ii) the System is placed in service by the applicable utility company, and (iii) Buyer's purchase of the Home from Seller has closed and Buyer are the owner in fee title of the Home. Under the terms of the PPA, Buyer must keep trees, bushes and hedges trimmed so that the System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the System. Buyer is also prohibited from cleaning, fixing, or modifying the System, unless expressly permitted to do so by Solar Provider. The PPA is an agreement for the purchase of energy produced by the System as specified in the PPA and Buyer will have no ownership interest in the System. Solar Provider will record a financing statement on the System to confirm its ownership of the System. The PPA may be subject to automatic renewal under its terms. Buyer should review the PPA and understand any automatic renewal of the PPA and any related conditions or provisions before entering into the PPA. The PPA may also include an addendum which modifies certain rights and obligations of Buyer and Solar Provider under the PPA, and if such addendum exists, Buyer should review and understand it prior to entering into the PPA.

4.2 **Warranty and Production Guarantee**. The PPA contains an output guarantee and 25 year warranty (collectively, "**Guaranty**") from Solar Provider, subject to certain limitations and exclusions, as set forth therein. Any warranty on the System is issued by Solar Provider through the terms of the PPA, or as may be available directly from manufacturers of components of the System. The warranty on the System that is issued by Solar

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Provider does not extend to any renewal period or extension of the PPA. No warranty or guarantee of any kind, whether with respect to the System, any power production of the System or any other element of the System or its operation, is provided by Seller. Seller makes no warranties or output guarantees regarding the System, nor is Seller responsible for any Guaranty made by Solar Provider. Buyer should review any Guaranty prior to entering into a PPA. Seller's Limited Warranty does not cover the System.

4.3 **Internet Solar Monitoring**. Solar Provider may require that Buyers who enter into a PPA maintain broadband internet connection with a wired ethernet port and electrical supply made available to production monitoring devices ("**Production Monitor**") that may be installed by Solar Provider upon installation of the System or thereafter. If Buyer does not maintain and make available a broadband internet connection with a wired ethernet port and electrical supply to the Production Monitor, or such cellular service as Solar Provider may determine is acceptable, Buyer will not be able to utilize the performance monitoring service or power production guarantees associated with the PPA or otherwise. The Production Monitor may be used by Solar Provider, or Solar Provider's agents or contractors, to measure the energy produced by the System, as well as collecting and providing other data, including production and performance data, to the Solar Provider (such monitoring of the System referred to in this Addendum as "**Internet Solar Monitoring**"). The cost, terms and conditions of the Internet Solar Monitoring and rights and obligations with respect to any data collected as part of the Internet Solar Monitoring and the use of the Production Monitor in connection with or as a condition to the provision by Solar Provider of any power production guarantees, are as set forth in the PPA and other documentation provided by Solar Provider. Seller has no control over the Internet Solar Monitoring and any fees or rates which may be charged by Solar Provider or any monitoring company.

4.4 **No Federal, State and Local Solar Energy Credits**. Pursuant to the PPA, Solar Provider will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives as Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of Solar Provider as the owner of the System.

4.5 **Financing for the Home**. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**") Selling Guide for Single Family Homes provides requirements for mortgage loans on properties with solar panels leased from or owned by a third party under a power purchase agreement or other similar arrangement. The PPA form may not comply with current FNMA requirements, which means that the Home would not be eligible for FNMA financing. Buyer may not qualify for loans that will be purchased, insured or guaranteed by FNMA or any other federal government insured or guaranteed loan including, without limitation, FHA and VA loans due to entry into the PPA. Seller makes no representation or warranty that if Buyer enters into the PPA, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that entering into the PPA may make it be more difficult to finance or refinance the purchase of the Home now or in the future for Buyer and/or subsequent purchasers of the Property. Buyer is advised to consult with their loan professional if Buyer has questions regarding lending requirements or financing for the Property.

4.6 **Other PPA Issues**. If Solar Provider removes the System upon the expiration of the PPA or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Home is subject to a PPA, it may make the transfer/sale of the Home more: (i) expensive, (ii) time consuming, and (iii) difficult because the PPA may contain specific requirements for Buyer if Buyer sells or transfers the Home during the PPA term, which may include the obligation to either transfer the PPA obligations to the resale buyer (subject to Solar Provider's right to approve or disapprove the assumption and assignment of the PPA), or for Buyer or resale buyer to purchase the System, among other obligations. THE INFORMATION CONTAINED IN THIS ADDENDUM IS NOT INTENDED TO BE A COMPLETE DISCLOSURE OF ALL MATERIAL TERMS, CONDITIONS AND REQUIREMENTS OF THE PPA. BUYER SHOULD REVIEW THE ENTIRE PPA CAREFULLY TO FULLY UNDERSTAND BUYER'S OBLIGATIONS AND OPTIONS REGARDING RESALE OR TRANSFER OF THE HOME. If Buyer has any questions about the PPA, the PPA documents or the PPA program, buyer should contact Solar Provider.**

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5. OTHER INFORMATION ABOUT THE SYSTEMS.

5.1 Limited Warranty.

5.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims appertaining to the operation and/or maintenance of a System should be directed to Solar Provider and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller, although the resolution of such issues, depending on their cause and nature, may be subject to the Guaranty.

5.1.2 Seller's Limited Warranty. The only warranty that Seller provides for the Home is set forth in the Limited Warranty, described in the Purchase Agreement, which Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding: (i) the System, (ii) the longevity of the System, (iii) the Guaranty, (iv) the performance by Solar Provider under the Guaranty, (v) any warranty from a System Component (if applicable), (vi) the performance by any System Component Manufacturer under such manufacturer's warranty (if applicable), or (vii) any components or parts of the System. To the fullest extent permitted by law, Buyer acknowledges that Seller's Limited Warranty does not cover the System, components of the System, or any performance or power production of the System, and that neither the System nor any component of the System constitutes a "Consumer Product" as defined in the Limited Warranty. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Home will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Home will likely be more expensive in the future due to the existence of the System and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with Solar Provider or any System Component Manufacturer.

5.2 Solar Provider and System Component Manufacturers' Warranties. Solar Provider or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by Solar Provider and the System Component Manufacturers are unrelated to and independent of the Limited Warranty. Please review the Guaranty and all System Component Manufacturers' limited warranties for the System, copies of which may be provided by Solar Provider, as applicable. Special attention should be directed to those paragraphs which limit the liability of Solar Provider and the System Component Manufacturers. Buyer acknowledges that certain components of the Solar Provider or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under Seller's Limited Warranty. Since Seller has no ownership interest in Solar Provider or the System Component Manufacturers, Seller has no control over the design or performance of Solar Provider's or the System Component Manufacturers' products or warranties, and Seller assumes no liability for Solar Provider's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, Guaranty, Internet Solar Monitoring or the accompanying manuals or documentation associated with the System, please contact a Solar Provider representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties (if any), please contact either Solar Provider or the individual System Component Manufacturer.

5.3 Placement of Systems. The System panels will be placed on the Home's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, Solar Provider will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or Solar Provider. Buyer should anticipate that solar panels on the Home and on other residences in the

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Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Home in the Community.

5.4 **Utility Interconnection Agreement**. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the Community ("**Utility Company**") prior to Closing; provided that any benefit to be received by Buyer may be reduced or eliminated pursuant to the PPA with Solar Provider. A specially-programmed meter may be installed to measure the difference between electricity the Buyer purchases and exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, unless there is a battery or similar additional feature included in the System as specified by Solar Provider, and if the energy generated by the System exceeds the energy demand in the Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an Interconnection Agreement for the System. If Utility Company's electric service to the Home is interrupted or disconnected, the System will shut down, and Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no covenant, representation or warranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Home for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

5.5 **Potential Delay of Operation of System**. Buyer acknowledges that the System may not be operational at Closing. Initial operation of the System may be delayed due to multiple factors, including, without limitation: (i) delay in processing the Interconnection Agreement by the Utility Company and the Solar Provider, and (ii) additional delays in starting up the System by Solar Provider. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of Solar Provider and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

6. **SYSTEM PERFORMANCE**.

6.1 **Factors Affecting Operation of a System**. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Home, the orientation of the Lot (or residential unit in the case of a condominium) and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Home or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Home may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Community, even where the System size and other parameters on such other property within the Community are the same as the System which may be installed on the Home. Further, the System is intended for residential, personal, family or household purposes only.

6.2 **Energy Savings**. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

6.3 **No Energy Output Guarantee**. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by Solar Provider. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, Solar Provider or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or

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implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

6.4 Uncontrolled Shading. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Home will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

7. ATTACHED RESIDENCES. The provisions of this Section apply only if the Home is an attached residence.

8.1 Installation of System. The System must be installed on the homeowners association-maintained and controlled roof of the building in which your Home is located.

8.2 Removal and Maintenance of the System. Any removal, reinstallation or repair of the System will also require the prior written approval of the homeowners association. If roof or building repairs need to be made, the homeowners association has the right to have the Solar Provider remove and replace the System in order to allow for such repairs. Any charges paid by the homeowners association to Solar Provider or other contractors for any removal and replacement may be passed along by the homeowners association to each homeowner within the building, as set forth in the governing documents for the Community.

8.3 Easement Agreement and Grant of Easement. The Community may be subject to an easement agreement and grant of easement between Seller and Solar Provider which may grant nonexclusive easements to Solar Provider for access over the Community and each building roof for the installation, operation, maintenance, repair, removal, reinstallation and replacement, and interconnection of solar energy systems by Solar Provider, as detailed in the Community Disclosure Addendum for the Community.

8. SOLAR ACT AND IMPROVEMENTS.

8.1 Solar Shade Control Act. All homeowners and the homeowners association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

8.2 Shading Restrictions. The shading restrictions mean that the dimensions of the Property may not accommodate: (i) the planting of any trees, or the planting of medium or large trees, in the Property's yard area (if any), (ii) the installation of any upper-floor additions, roof-top structures or other tall improvements on the Home, or (iii) the growth of trees and shrubs to mature heights.

8.3 Homeowner Replacement of System or Upgrade to System After Closing. While Seller makes no warranty or representation regarding Buyer's ability to replace or upgrade a System on Buyer's Property after Closing, Seller advises Buyer that the post-closing replacement or upgrade of any solar energy system will be subject to: (i) any declaration of covenants, conditions and restrictions, (ii) the architectural/design guidelines, if any, for the Community, (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the Uniform Building Code, and (v) and any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict Buyer's free and unfettered enjoyment of the Home if it conflicts with the operation of a solar energy system installed upon an adjoining residence, including the location and height of trees at the Home. If the Home Buyer is purchasing is governed by a homeowners association, Buyer may be required to obtain written approval from the association or architectural/design review committee prior to replacement or upgrade of a solar energy system and Buyer shall be obligated to comply with reasonable restrictions placed on the solar energy system by the association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON THE HOME OR ON A NEIGHBORING RESIDENCE MEANS**

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THAT THE DIMENSIONS OF SOME LOTS/UNITS MAY NOT ALLOW THE PLANTING OF ANY TREES, THE PLANTING OF MEDIUM OR LARGE TREES, OR THE ADDITION OF CERTAIN STRUCTURES. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.

9. FURTHER INFORMATION REGARDING SOLAR.

9.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials that are provided by Solar Provider or Seller are based upon information obtained from third parties unrelated to Seller, including any solar energy system materials provided by Seller, which are prepared by Solar Provider, and should not be used as the only source of information when making decisions to purchase the Property and enter into the PPA, investment decisions or tax decisions, or when executing other binding agreements.

9.2 Information from the State of California. More information regarding solar energy systems can be obtained from a number of resources, including but not limited to the California Energy Commission Website. See https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists; for additional information. The following information is from California Administrative Code Title 20, Section 2702. The estimated energy savings in Table 1 are illustrative of a purchased System and the estimates do not consider any payment under a PPA you may pay Solar Provider, which will reduce any dollar savings. Also, the values in Table 1 should not be interpreted as either a guarantee or an estimate of actual System performance. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the home, and the amount of energy produced by the System. The values in the table should not be interpreted as a guarantee of System performance, nor should the values be used as the sole basis for entering into a PPA. Utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read the PPA carefully for more details. The values in Table 1 should not be used as the sole basis for either the purchase of the Home or entry into the PPA.

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

		Estimated Annual Dollar Savings at Various Utility Electric Energy Rate				
Climate Zone	**Estimated Annual kWh/kWstc Generation**	**$0.10/kWh**	**$0.15/kWh**	**$0.20/kWh**	**$0.25/kWh**	**$0.30/kWh**
CZ01	1220-1475	$122-$148	$183-$221	$244-$295	$305-$369	$366-$443
CZ02	1420-1660	$142-$166	$213-$249	$284-$332	$355-$415	$426-$498
CZ03	1515-1885	$152-$189	$227-$283	$303-$377	$379-$471	$455-$566
CZ04	1560-1920	$156-$192	$234-$288	$312-$384	$390-$480	$468-$576
CZ05	1570-1965	$157-$197	$236-$295	$314-$393	$393-$491	$471-$590
CZ06	1590-1980	$159-$198	$239-$297	$318-$396	$398-$495	$477-$594
CZ07	1545-1940	$155-$194	$232-$291	$309-$388	$386-$485	$464-$582
CZ08	1565-1965	$157-$197	$235-$295	$313-$393	$391-$491	$470-$590
CZ09	1570-1870	$157-$187	$236-$281	$314-$374	$393-$468	$471-$561
CZ10	1560-1880	$156-$188	$234-$282	$312-$376	$390-$470	$468-$564
CZ11	1595-1905	$160-$191	$239-$286	$319-$381	$399-$476	$479-$572
CZ12	1670-1975	$167-$198	$251-$296	$334-$395	$418-$494	$501-$593
CZ13	1705-2000	$171-$200	$256-$300	$341-$400	$426-$500	$512-$600
CZ14	1790-2140	$179-$214	$269-$321	$358-$428	$448-$535	$537-$642
CZ15	1755-2085	$176-$209	$263-$313	$351-$417	$439-$521	$527-$626
CZ16	1560-1860	$156-$186	$234-$279	$312-$372	$390-$465	$468-$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insolation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions

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at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Home, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings."

10. BUYER TO ENTER INTO DOCUMENTATION WITHIN SPECIFIED PERIOD. Buyer shall enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing. Buyer agrees that: (i) within the earlier to occur of (a) 15 business days of the Purchase Agreement Date, and (b) 5 business days prior to Closing, Buyer shall enter into a PPA with Solar Provider, (ii) Buyer's failure to enter into the PPA by such date, and in any event prior to Closing, shall be deemed to be a default by Buyer, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, payments and any other sums required of Buyer under the PPA. If Buyer fails to enter into the required agreements and documentation regarding the entry into a PPA within the earlier to occur of (i) 15 business days of the Purchase Agreement Date, and (ii) 5 business days prior to Closing, then Buyer is in default under the Purchase Agreement and Seller shall have the unilateral right to terminate the Purchase Agreement, with the disposition of any Deposits subject to the terms of the Purchase Agreement.

10.1 Acknowledgment of PPA Qualification Requirements. Buyer acknowledges that entering into the PPA is a mandatory requirement of the Property purchase, and: (i) Buyer authorizes Solar Provider to obtain and shall cooperate with Solar Provider in obtaining a current credit report for Buyer, and (ii) Buyer shall provide to Solar Provider within 2 business days of written request from Solar Provider and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for Solar Provider to evaluate Buyer's ability to perform its obligations under the PPA. Seller makes no representations or warranties regarding and shall have no responsibility for any negative impact on Buyer's credit score as a result of obtaining the credit report as provided for in this section. If Buyer fails to qualify for the PPA, Buyer is advised that the failure to enter into the PPA shall be subject to the deemed default provisions of the Section of this Addendum entitled "Buyer to Enter Into Documentation Within Specified Period".

11. ACKNOWLEDGMENTS OF BUYER. By signing this Addendum, Buyer additionally acknowledges and agrees that:

11.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any representations made by Seller or any of Seller's representatives regarding the System;

11.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

11.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision to purchase the Home and enter into the PPA;

11.4 Seller and Seller's Representatives are not acting as an agent of Solar Provider; and

11.5 All terms of any PPA, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by Solar Provider. Neither Seller nor Seller's representatives have made representations to Buyer of any kind regarding the System, including, without limitation, energy savings, tax benefits, cash grants, incentives or rebates.

BUYER:

«BuyerFirstName» «BuyerLastName»	Date

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«BuyerSubdivision»
«BuyerLotNo»

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

«CoBuyerFirstName» «CoBuyerLastName" Date

SELLER'S COMMUNITY SALES MANAGER:

«BuyerSalesAgentFirstName»«BuyerSalesAgentLastName» Date

SELLER'S AUTHORIZED REPRESENTATIVE:

«udf_SO__SO_SellerEntity_Text»

By: _____
Name: _____ Date
Title: _____

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EXHIBIT D

Lot Details

Taylor Morrison and William Lyon Homes Southern California Division Status as of Sep. 18, 2024

Project Name	ConstrPhase	SUNPOWER EXPECTED DATE TO BE 100% COMPLETE TO ACHIEVE PROJECTED COE	Sunpower Construction Status
Crossroads- Towns	08	8/21/2024	Solar panels installed / batteries & trim scheduled for 8-21-2024 no show and no new date provided
Crossroads- Towns	08	8/21/2024	Solar panels installed / batteries & trim scheduled for 8-21-2024 no show and no new date provided
Crossroads- Towns	08	8/21/2024	Solar panels installed / batteries & trim scheduled for 8-21-2024 no show and no new date provided
Crossroads- Towns	08	8/21/2024	Solar panels installed / batteries & trim scheduled for 8-21-2024 no show and no new date provided
Crossroads- Towns	08	8/21/2024	Solar panels installed / batteries & trim scheduled for 8-21-2024 no show and no new date provided
Olivewood Premier	20	8/28/2024	Solar panels, inverter & trim scheduled for 8-28-2024 no show and no new date provided
Olivewood Premier	20	8/28/2024	Solar panels, inverter & trim scheduled for 8-28-2024 no show and no new date provided
Olivewood Premier	20	8/28/2024	Solar panels, inverter & trim scheduled for 8-28-2024 no show and no new date provided
Olivewood Premier	20	8/28/2024	Solar panels, inverter & trim scheduled for 8-28-2024 no show and no new date provided
Olivewood Premier	20	8/28/2024	Solar panels, inverter & trim scheduled for 8-28-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Crossroads- Courts	06	9/4/2024	Solar Panels, inverter & Trim Scheduled for 9-4-2024 no show and no new date provided
Harper	15	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Harper	15	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Harper	15	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
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Harper	15	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Harper	15	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Premier	21	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Premier	21	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Premier	21	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Premier	21	9/9/2024	Solar panels installed / Batteries, inverter & trim scheduled for 9-9-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	14	9/9/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	14	9/9/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	14	9/9/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	14	9/9/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	15	9/10/2024	Solar panels & trim scheduled for 9-10-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	15	9/10/2024	Solar panels & trim scheduled for 9-10-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	15	9/10/2024	Solar panels & trim scheduled for 9-10-2024 no show and no new date provided
Siena -Viola (55x95 -PA1)	15	9/10/2024	Solar panels & trim scheduled for 9-10-2024 no show and no new date provided
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Azul (46x90 PA3N&4)	02	9/16/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Siena -Rosa (50x95 PA3S&7)	02	9/16/2024	Solar panels scheduled for 9-9-2024 / batteries & trim scheduled for 9-16-2024
Olivewood Classic	39	9/20/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Classic	39	9/20/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Classic	39	9/20/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Classic	39	9/20/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Olivewood Classic	39	9/20/2024	Solar panels & trim scheduled for 9-9-2024 no show and no new date provided
Crossroads- Towns	09	9/25/2024	Solar panels scheduled for 9-4-2024 / batteries, inverters and finish scheduled for 9-25-2024
Crossroads- Towns	09	9/25/2024	Solar panels scheduled for 9-4-2024 / batteries, inverters and finish scheduled for 9-25-2024
Crossroads- Towns	09	9/25/2024	Solar panels scheduled for 9-4-2024 / batteries, inverters and finish scheduled for 9-25-2024
Crossroads- Towns	09	9/25/2024	Solar panels scheduled for 9-4-2024 / batteries, inverters and finish scheduled for 9-25-2024
Crossroads- Towns	09	9/25/2024	Solar panels scheduled for 9-4-2024 / batteries, inverters and finish scheduled for 9-25-2024
Crossroads- Towns	10	9/30/2024	Solar panels scheduled for 9-10-2024 / batteries, inverters and finish scheduled for 9-30-2024
Crossroads- Towns	10	9/30/2024	Solar panels scheduled for 9-10-2024 / batteries, inverters and finish scheduled for 9-30-2024
Crossroads- Towns	10	9/30/2024	Solar panels scheduled for 9-10-2024 / batteries, inverters and finish scheduled for 9-30-2024
Crossroads- Towns	10	9/30/2024	Solar panels scheduled for 9-10-2024 / batteries, inverters and finish scheduled for 9-30-2024
Crossroads- Towns	10	9/30/2024	Solar panels scheduled for 9-10-2024 / batteries, inverters and finish scheduled for 9-30-2024
Olivewood Premier	22	10/3/2024	Solar panels, inverter & trim scheduled for 10-3-2024
Olivewood Premier	22	10/3/2024	Solar panels, inverter & trim scheduled for 10-3-2024
Olivewood Premier	22	10/3/2024	Solar panels, inverter & trim scheduled for 10-3-2024
Olivewood Premier	22	10/3/2024	Solar panels, inverter & trim scheduled for 10-3-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Crossroads- Courts	07	10/7/2024	Solar Panels, inverters & Trim Scheduled for 10-7-2024
Olivewood Premier	23	10/10/2024	Solar panels, inverter & trim scheduled for 10-10-2024
Olivewood Premier	23	10/10/2024	Solar panels, inverter & trim scheduled for 10-10-2024
Olivewood Premier	23	10/10/2024	Solar panels, inverter & trim scheduled for 10-10-2024
Olivewood Premier	23	10/10/2024	Solar panels, inverter & trim scheduled for 10-10-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	03	10/11/2024	Solar panels installed/ Batteries, inverter & trim scheduled for 10-11-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024
Siena -Azul (46x90 PA3N&4)	04	10/18/2024	Solar panels, battery inverter & trim scheduled for 10-18-2024

EXHIBIT E

Taylor Morrison Bay Division Status as of Sep. 18, 2024			
Project Name	Construction Phase	SUNPOWER EXPECTED DATE TO BE 100% COMPLETE TO ACHIEVE PROJECTED COE	Sunpower Construction Status
Carmello II at Roberts Ranch	1	8/30/2024	Complete
Carmello II at Roberts Ranch	2	9/4/2024	Complete
Oakwood Trails Sage V3	6	9/4/2024	Complete
Oakwood Trails Sage V3	6	9/4/2024	Complete
Oakwood Trails Juniper V1	7	9/9/2024	Complete
Oakwood Trails Juniper V1	7	9/9/2024	Complete
Oakwood Trails Sage V3	7	9/10/2024	Complete
Carmello II at Roberts Ranch	2	9/10/2024	Pre-wire (conduit) and panel installed; awaiting re-schedule date for inverter
Carmello II at Roberts Ranch	1	9/10/2024	Complete
Oakwood Trails Poppy V2	6	9/13/2024	Complete
Oakwood Trails Poppy V2	6	9/16/2024	Complete
Oakwood Trails Sage V3	7	9/16/2024	Complete
Oakwood Trails Juniper V1	7	9/16/2024	Complete
Oakwood Trails Juniper V1	7	9/16/2024	Late for completion date, rescheduled for 9/23
Oakwood Trails Sage V3	7	9/19/2024	Complete
Oakwood Trails Poppy V2	6	9/23/2024	Complete
Oakwood Trails Poppy V2	7	9/23/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	7	9/23/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	6	9/25/2024	Complete
Oakwood Trails Poppy V2	6	9/25/2024	Complete
Oakwood Trails Sage V3	7	9/25/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	7	9/26/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	7	9/26/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/2/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/4/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	7	10/4/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/9/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Carmello II at Roberts Ranch	2	10/11/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/11/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/14/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/15/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Carmello II at Roberts Ranch	2	10/17/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/17/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/17/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/17/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	10/18/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/18/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	9	10/21/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	8	10/21/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	8	10/22/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	7	10/22/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	10/22/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Carmello II at Roberts Ranch	3	10/23/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Carmello II at Roberts Ranch	3	10/24/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	9	10/24/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	10/24/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	7	10/24/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	9	10/27/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	9	10/28/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	10/29/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Carmello II at Roberts Ranch	3	10/30/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	9	10/30/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	10/31/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Juniper V1	9	11/1/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	9	11/1/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim

Oakwood Trails Juniper V1	9	11/5/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	8	11/5/2024	Pre-wire (conduit) installation scheduled for 9/19
Oakwood Trails Poppy V2	9	11/5/2024	Pre-wire (conduit) installation scheduled for 9/19
Oakwood Trails Sage V3	9	11/5/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Sage V3	9	11/11/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	9	11/13/2024	Pre-wire (conduit) installation scheduled for 9/18
Oakwood Trails Sage V3	9	11/13/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	9	11/14/2024	Pre-wire (conduit) installation scheduled for 9/27
Oakwood Trails Sage V3	9	11/14/2024	Pre-wire (conduit only) complete; awaiting schedule for wiring/panels/inverter/trim
Oakwood Trails Poppy V2	9	11/20/2024	Pre-wire (conduit) installation scheduled for 9/30
Oakwood Trails Poppy V2	9	11/22/2024	Pre-wire (conduit) installation scheduled for 10/7
Carmello II at Roberts Ranch	6	12/19/2024	Pre-wire (conduit) installation scheduled for 10/17
Carmello II at Roberts Ranch	6	12/19/2024	Pre-wire (conduit) installation scheduled for 10/17
Carmello II at Roberts Ranch	7	12/27/2024	Pre-wire (conduit) installation scheduled for 10/25

EXHIBIT F

SunPower New Homes

Builder Direct Pay Memo (Working Draft August 23, 2024, Pending Approval)

This memo details a temporary solution for how SunPower can ensure material availability for builders who are able to follow the process below during current bankruptcy proceedings. Due to current suppliers' restrictions on deliveries during SunPower's bankruptcy and unforeseen challenges in processing pre-payments to continue business as usual, we are proposing the process outlined below. This approach allows us to maintain the project timeline while resolving the payment issues. We recognize that this process imposes new burdens on SunPower partners, which we deeply regret – we are trying to create options. We are doing all in our power to pursue additional alternatives, but we know your business is being impacted today. A buyer of SunPower's New Homes business will not be able to remove us from these bankruptcy proceedings until September.

We want to clarify that SunPower will continue to cover the costs associated with IP services and installation materials, such as racking and stanchions. This allows you to make pre-payments for New Homes equipment and keep their businesses running to meet end-of-year or quarter closings.

This solution offers several key benefits for you as a builder: it ensures that you'll have the necessary products on hand to keep your projects on schedule, while also reducing your payables to SunPower, via the credit memo. By allowing direct payments to our supplier, Greentech, you gain more control over material availability, helping to avoid potential delays and ensuring that your installation deadlines are met. Below is the process we want to work on and finalize with you.

Material Ordering Process

1. **SPWR confirms weekly inventory forecast & installation schedule**. Your SunPower Builder Operations Manager (BOM) will reach out to your purchasing manager and coordinate to confirm the list of lots ready for installation for the following week.
    a. The BOM will share with the purchasing manager the panel types, quantities, and batteries for order. The outreach email to the builder should include the phase sequence sheet and a request for approval from the builder.
    b. The purchasing director will confirm the quantities and lots in question and approve (or disapprove).
2. **SPWR places order**. SunPower will place the order for panels and batteries for your upcoming lots.
    a. Once approved, SunPower will issue a Purchase Order to Greentech for the associated number of solar panels and batteries.
    b. The Purchase Order will list a delivery address to the IP's warehouse address and instructions on the PO that the invoice be sent to the builder at their email/invoice address.

   c. Builders will be carbon copied on the Purchase Order, which we expect to include reference to the credit memo offsetting these builder payments for equipment (currently under draft/review).
3. **Homebuilder makes payment**. CED Greentech issues an invoice to the builder for payment, builder makes payment.
   a. Builder will presumably need to add CED Greentech as a supplier to enable payments. CED Greentech has already expressed willingness to enable payment terms where builders can share financials, etc.
   b. SunPower will provide instructions in the PO and is available to walk the builder through this process.
4. **Supplier delivers to Installation Partner**. Material will then be shipped to the IP warehouse, to be marked solely for use for the specific builder.
5. **SPWR issues credit memo to builder**. SunPower will provide a credit memo to the builder in an identical amount, so the builder has something on the order document, rather than just verbal assurances or an email.
   a. This credit memo will be applied by SUNPOWER against any open invoice owned now or in the future by the PAYOR to SUNPOWER, offsetting the PAYOR's total payment for the delivered equipment. SUNPOWER's obligations to the PAYOR shall be binding on SUNPOWER's successors and assigns in both equity and assets.
   b. A detailed reconciliation of your account will be sent to you.
   c. Lease: This process will not be dependent on lease or cash deal types. Regardless of whether there is a buyer or not, the credit will be applied to outstanding balances.
   d. Since the credit memo will be handled outside of the billing process for individual lots, there will be no change to the invoice sent by SUNPOWER to the PAYOR for a home.
6. **IP installs equipment per schedule**. IP will install those panels and batteries on builder's homes the following week per the installation schedule.

Sample Purchase Order

See Exhibit A (not yet available, language has been drafted and cleared with SPWR Legal, but may require additional vetting by outside counsel, transformation office overseeing the bankruptcy, bank group, and stalking horse bidder). Draft expected Monday 8/26/2024.

Key Contacts

Please note, this document is subject to updates as this process evolves. To pursue this process, please reach out to:

SunPower:

- Frank Segal: Sr. Dir of NH Operations, frank.segal@sunpower.com, (479) 313-3189
- Dan Myers: VP of Supply Chain, dan.myers@sunpower.com, 801-473-6298

SunPower New Homes

CED Greentech

- TBD

EXHIBIT G

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION, *et al.*,[1]	Case No. 24-11649 (CTG)
Debtors.	(Jointly Administered)
	Re: Docket No. 632

ORDER APPROVING STIPULATION BY AND BETWEEN THE DEBTORS, TAYLOR MORRISON SERVICES, INC., WILLIAM LYON HOMES, INC., AND COMPLETE SOLARIA, INC. (I) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AS OF SEPTEMBER 23, 2024 AND (II) GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY

Upon consideration of the Stipulation entered into by and between the Debtors[2] and Taylor Morrison stipulating to rejection of the Taylor Morrison Contracts, dated September 25, 2024 (the "Stipulation") attached hereto; and the Court having jurisdiction over the matters raised in the Stipulation, and consideration of the Stipulation and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Stipulation is in the best interests of the Debtors, their estates, creditors, and all parties-in-interest, and just cause exists for the relief granted herein; it is hereby ORDERED, ADJUDGED AND DECREED that:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: SunPower Corporation (8969); SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Debtors' service address for purposes of these chapter 11 cases is: 880 Harbour Way South, Suite 600, Richmond, CA 94804.

[2] Capitalized terms not defined herein shall have the same meanings ascribed to them in the Stipulation.

1. The Stipulation is APPROVED.

2. The Objections are hereby fully and finally resolved.

3. Pursuant to section 365 of the Bankruptcy Code, the Taylor Morrison Contracts are rejected as of September 23, 2024 (the "Rejection Date").

4. The Taylor Morrison Contracts are not on the "Assigned Contracts" list that is attached as **Exhibit 2** to the *Order (A) Approving and Authorizing Sale of the Going-Concern Assets, Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 605].

5. From the Rejection Date until the Effective Date, the automatic stay provisions of the Bankruptcy Code shall be lifted solely for the limited purpose of allowing Taylor Morrison to find replacement vendors including equipment, installers, and other replacement vendors.

6. To the extent Taylor Morrison wishes to file one or more proofs of claim, if at all, with respect to the rejection of the Taylor Morrison Contracts, then Taylor Morrison must do so on or before thirty (30) days after the entry of this Order, or else shall be forever barred, estopped, and enjoined from (1) asserting such claim against any of the Debtors and their chapter 11 estates, (2) voting on any chapter 11 plan filed in these cases on account of such claim, and (3) participating in any distribution in the Debtors' chapter 11 cases on account of such claim.

7. Notwithstanding the relief granted in this Order and the Stipulation and any actions taken pursuant to such relief, nothing in this Order or Stipulation shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor under the Bankruptcy Code or applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any

claim; or (d) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

8. The Debtors are authorized to take any action necessary or appropriate to implement the terms of the Stipulation and this Order without further order from this Court.

9. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation of this Order or the Stipulation.

10. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

11. This Order is effective immediately upon entry by the Court and is not subject to the fourteen-day stay provided in Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

Dated: September 26th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION, *et al.*,[1]	Case No. 24-11649 (CTG)
Debtors.	(Jointly Administered)

STIPULATION BY AND BETWEEN THE DEBTORS, TAYLOR MORRISON SERVICES, INC., WILLIAM LYON HOMES, INC., AND COMPLETE SOLARIA, INC. (I) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AS OF SEPTEMBER 23, 2024 AND (II) GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY

SunPower Corporation, *et al*., (the "Debtors"), Complete Solaria Inc. (the "Purchaser"), and Taylor Morrison Services, Inc. and William Lyons Homes, Inc. (collectively, "Taylor Morrison"), enter into the following Stipulation (the "Stipulation") providing for the expedited rejection of certain contracts by and between the Debtors and Taylor Morrison (the "Taylor Morrison Contracts"). Collectively, the Debtors, the Purchaser, and Taylor Morrison are referred to herein as the "Parties".

RECITALS

WHEREAS, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. §§ 157 and 1334. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G). Venue is proper in this Bankruptcy Court pursuant to 11 U.S.C. § 1409;

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: SunPower Corporation (8969); SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Debtors' service address for purposes of these chapter 11 cases is: 880 Harbour Way South, Suite 600, Richmond, CA 94804.

WHEREAS, the statutory basis for the relief requested herein is 11 U.S.C. § 365 and rule 4001(d) of the Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules");

WHEREAS, on August 5, 2024, the Debtors filed with this Court voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on August 29, 2024, the Bankruptcy Court entered the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Complete Solaria Stalking Horse APA, (V) Establishing Notice and Procedures for the Assumption and Assignment of Assumed Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. 290] (the "Bidding Procedures Order"), which, among other things, authorized and approved the Bidding Procedures, approved the terms of the Complete Solaria Stalking Horse APA, and approved the Assumption and Assignment Procedures;[2]

WHEREAS, in accordance with the Assumption and Assignment Procedures, on September 4, 2024, the Debtors filed the *Notice of Potential Assumption or Assumption and Assignment of Certain Contracts or Leases* [Docket No. 304] (the "Cure Notice") identifying the Taylor Morrison Contracts for potential assumption or assumption and assignment and proposed cure amounts in connection therewith;

WHEREAS, on September 16, 2024, in accordance with the Bidding Procedures Order and the Bidding Procedures, the Debtors filed the *Notice of (I)(A) Winning Bidders for Certain of the Debtors' Assets, (B) Filing of Asset Purchase Agreements Related Thereto, and (C) Cancellation of Auction with Respect Thereto, and (II) Adjournment of Auction for Other Assets* naming the

[7] "Bidding Procedures," "Complete Solaria Stalking Horse APA," and "Assumption and Assignment Procedures" each have the meaning given to them in the Bidding Procedures Order.

Purchaser as the Winning Bidder for the Going-Concern Assets (as defined in the Complete Solaria Stalking Horse APA);

WHEREAS, on September 18, 2024, Taylor Morrison filed the *Objection of Taylor Morrison Services, Inc. and William Lyon Homes, Inc. to the Cure Amount Listed in Debtors' Notice of Potential Assumption and Assignment of Certain Contracts or Unexpired Leases* [Docket No. 482] (the "Cure Objection") objecting to, among other things, certain proposed cure amounts listed on the Cure Notice in connection with Taylor Morrison's executory contracts, and, on September 20, 2024, Taylor Morrison filed the *Taylor Morrison Services, Inc.'s and William Lyon Homes, Inc.'s Reservation of Rights and Conditional Objection to Debtors' Sale Motion* [Docket No. 560] (the "Sale Objection," and together with the Cure Objection, the "Objections") objecting to, among other things, the sale contemplated by the Complete Solaria Stalking Horse APA (the "Sale") and the relief sought pursuant to the Bidding Procedures Motion in connection therewith;

WHEREAS, the Bankruptcy Court scheduled and held a hearing to consider approval of the Sale on September 23, 2024 (the "Sale Hearing");

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations with respect to each of the Objections. As a result of these negotiations, the Parties agreed to enter into this Stipulation to resolve the Objections, and the Debtors read such agreement into the record at the Sale Hearing;

WHEREAS, the Debtors have determined that it is in the best interests of their estates and creditors that the Debtors reject the Taylor Morrison Contracts, and the Purchaser has determined that it does not wish to purchase and take assignment of the Taylor Morrison Contracts in connection with the Sale;

WHEREAS, the Parties have agreed, subject to approval of the Bankruptcy Court, that it is desirable that the Taylor Morrison Contracts should, on an expedited basis, be rejected as of September 23, 2024;

WHEREAS, the Parties have further agreed, subject to approval of the Bankruptcy Court, that it is desirable that Taylor Morrison should be granted limited relief from the automatic stay solely for the limited purpose of allowing Taylor Morrison to find replacement vendors including equipment, installers, and other replacement vendors;

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES THAT:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the approval date being the "Effective Date").

2. Upon the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Taylor Morrison Contracts shall be rejected as of September 23, 2024 (the "Rejection Date").

3. The Taylor Morrison Contracts are not on the "Assigned Contracts" list that is attached as **Exhibit 2** to the *Order (A) Approving and Authorizing Sale of the Going-Concern Assets, Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 605].

4. The Objections are fully and finally resolved by this Stipulation as of the Effective Date.

5. From the Rejection Date until the Effective Date, the automatic stay provisions of the Bankruptcy Code shall be lifted solely for the limited purpose of allowing Taylor Morrison to find replacement vendors including equipment, installers, and other replacement vendors.

6. To the extent Taylor Morrison wishes to file one or more proofs of claim, if at all, with respect to the rejection of the Taylor Morrison Contracts, then Taylor Morrison must do so on or before thirty (30) days after the Effective Date, or else shall be forever barred, estopped, and enjoined from (1) asserting such claim against any of the Debtors and their chapter 11 estates, (2) voting on any chapter 11 plan filed in these cases on account of such claim, and (3) participating in any distribution in the Debtors' chapter 11 cases on account of such claim.

7. Notwithstanding the relief granted the Stipulation, the order approving the Stipulation (the "Order"), and any actions taken pursuant to such relief, nothing in this Stipulation or the Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor under the Bankruptcy Code or applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; or (d) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

8. Nothing contained in this Stipulation is intended to be or shall be construed as (i) a waiver by the Debtors of any claims or causes of action that may exist against any creditor or interest holder, (ii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code, or (iii) a waiver by the Debtors of their right to object to any and all proofs of claim relating to any action that have been or may be filed by Taylor Morrison in the chapter 11 cases of the Debtors. The limited relief set forth in this Stipulation shall not be construed as an admission of liability by the Debtors or their affiliates regarding any claim or cause of action.

9. In the event that the terms of this Stipulation are not approved by the Bankruptcy Court, it shall be null and void and have no force or effect, and the Parties agree that, in such circumstances, this Stipulation (including statements in the Recitals) shall be of no evidentiary value whatsoever in any proceedings.

10. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3), the terms and provisions of this Stipulation immediately shall be effective and enforceable upon the Effective Date and shall thereafter be binding upon the Parties hereto and their respective affiliates and successors, their successors in interest, and assigns, including, without limitation, any trustee in bankruptcy.

11. This Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

12. Each of the undersigned who executes this Stipulation by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

13. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

14. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of both Parties hereto or by order of the Bankruptcy Court.

15. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of Delaware, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

16. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

17. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first below written.

Dated: September 26, 2024

By: */s/ Henry J. Jaffe*

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Counsel for Taylor Morrison Services Inc. and William Lyon Homes, Inc.

By: */s/ Jason M. Madron*

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Co-Counsel to the Debtors and Debtors in Possession

By: */s/ Stuart Brown*

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Counsel to Complete Solaria, Inc.

EXHIBIT H

NOTICE OF RIGHT TO COLLECT

To Whom It May Concern,

This notice is to advise affected parties that, based on the terms of an executed settlement agreement between the parties, it has been agreed that Complete Solaria, Inc. d/b/a SunPower ("SPWR"), or its subsidiaries, has the right to collect unpaid accounts receivable related to the New Homes Business previously owned by SunPower Corporation or its subsidiaries.

Upon a party's payment of such accounts receivable to SPWR, the SunPower Corporation bankruptcy estate shall have no right or standing to seek collection of such accounts receivable.

If you have any questions, please contact counsel to Mark Roberts, solely in his capacity as Bankruptcy Court appointed Plan Administrator, at Madron@rlf.com, or Mehran Sedigh, EVP – New Homes & Storage for SPWR at Mehran.Sedigh@SunPower.com.

Mark Roberts, Solely in his capacity as the Bankruptcy Court appointed plan administrator for the SunPower Corporation wind-down estates	Mehran Sedigh, EVP – New Homes & Storage Complete Solaria, Inc. d/b/a SunPower

EXHIBIT I

SUNPOWER®

June 16, 2026

To: Taylor Morrison
Attn: Sheryl Palmer, Chief Executive Officer
4900 N Scottsdale Rd Ste 2000
Scottsdale, Arizona 85251
Spalmer@taylormorrison.com

Re: Outstanding Balance and Homeowner Outreach

Response Required by June 23, 2026

Dear Ms. Palmer,

I am writing regarding Taylor Morrison's outstanding accounts receivable balance owed to SunPower Inc. f/k/a Complete Solaria, Inc. ("SunPower"). As you know, these receivables were purchased as part of a larger asset purchase by SunPower pursuant to order of the U.S. Bankruptcy Court for the District of Delaware. Your company's failure to pay the outstanding accounts receivable is a violation of a federal court order.

Despite repeated attempts to resolve this matter cooperatively, SunPower has not received payment, supporting documentation confirming prior payment, or evidence of any offsets or credits that would reduce the balance owed.

To prevent our escalating collection efforts, we require that **on or before June 23, 2026**, Taylor Morrison remit payment in the amount of **$507,493.50**.

If payment is not received by June 23, 2026, SunPower will be required to protect its legal rights. In addition to initiating formal recovery procedures, we will begin contacting homeowners with solar systems for which we have not received payment and inform them that due to Taylor Morrison's failure to pay us as legally required for their solar system, we will be shutting off their system and pursuing all legal remedies necessary to repossess their equipment, which we still own. A copy of the letter to be sent to the aforementioned homeowners is enclosed for your reference.

We trust Taylor Morrison will act promptly to resolve this matter and avoid further escalation.
Sincerely,



T.J. Rodgers
Chief Executive Officer
SunPower Inc.

Enclosure: Notice to Homeowners of Solar System Deactivation and Repossession

/vm
tjr2479_SPWR_Sheryl Palmer, Taylor Morrison

SUNPOWER®

June 15, 2026

To: _____
_____
_____

Re: **SOLAR SYSTEM DEACTIVATION AND REPOSSESSION**

Dear Taylor Morrison Customer,

I am T.J. Rodgers, the CEO of SunPower Inc. ("New SunPower"). On August 5, 2024, SunPower Corporation ("Legacy SunPower"), filed for bankruptcy protection in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On September 23, 2024, the Bankruptcy Court entered an order approving the sale of certain Legacy SunPower assets to New SunPower. As a result of the Bankruptcy Court approved sale, New SunPower owns the solar system installed on your home.

Regrettably, and despite repeated demands, Taylor Morrison, the builder of your home, has refused to pay New SunPower for your solar system. Although you paid Taylor Morrison for your solar system, they have refused to, in turn, pay us.

As a publicly traded company, I have a fiduciary duty to New SunPower's shareholders. Due to this unfortunate situation, and Taylor Morrison's refusal to honor its financial obligations, New SunPower has no alternative but to remotely deactivate your solar system. This will also void any warranties you may have had with us for your solar system.

Furthermore, following the full deactivation of your solar system, we will begin the process of removing the solar system from your property through repossession, including implementing any liens we may need to place against your property until we are able to fully remove the system.

If you would like to prevent deactivation, loss of warranty, and potential repossession of the solar system, please immediately contact Taylor Morrison and urge them to remit payment to New SunPower for your solar system.

Sincerely,

T.J. Rodgers
Chief Executive Officer
SunPower Inc.