

**SOLAR ENERGY SYSTEM ADDENDUM
 (SunPower Mandatory Purchase or Lease – Single Family Homes)**

Original Purchase Date	<u>«Originalsaledate»</u>	Current Date	<u>«CurrentDate»</u>	
Buyer	<u>«BuyerFirstMILast»</u>	Buyer	<u>«CoBuyerFirstLastMI»</u>	
Community	<u>«Community»</u>	Sales Person:	<u>«SalesRep»</u>	
Lot	<u>«Lot»</u> Block <u>«Block»</u>	Arch. Plan	<u>«APlan»</u>	
Address	<u>«Address»</u>	<u>«PropCity»</u>	<u>«PropSt»</u>	<u>«PropZip»</u>

This Solar Energy System Addendum (SunPower Mandatory Purchase or Lease – Single Family Homes) ("**Addendum**") is attached to and a part of the Purchase Agreement and Escrow Instructions (the "**Agreement**") between Buyer(s) and Seller for the real property described above (the "**Property**"). If any portion of this Addendum conflicts with any provision of the Agreement, the provisions of this Addendum shall prevail. All terms used in this Addendum shall have the same meaning as in the Agreement.

1. MANDATORY SOLAR ENERGY SYSTEMS. California Code of Regulations (CCR), Title 24 imposes energy efficiency standards on the construction of new homes in California. There are a variety of ways a home can meet Title 24 energy efficiency standards. Seller has elected to meet Title 24 energy efficiency standards by installing a photovoltaic solar system on the Residence ("**System**"). Because the Residence has a System installed, Buyer is required to either purchase the System as an upgrade option or to enter into a lease for a System. Buyer will be responsible for the cost to either purchase the System as an upgrade option, or the cost to lease the system as described herein. Prior to entering into the 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 Buyer's Residence; and (iii) the maintenance and repair expenses if Buyer purchases the System as an upgrade option. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Residence.

2. SUNPOWER SOLAR ENERGY SYSTEMS. If Buyer elects to purchase the System from Seller, SunPower will install the System. If Buyer elects to lease the System, or is deemed to have elected the lease pursuant to Section 10(c) below, the lease will be offered by SunPower. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., SunPower offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, SunPower must contact you. Please indicate by checking the appropriate box below whether Seller may provide SunPower with your name(s), email address, phone number(s), address of the Property and the Estimated Closing Date (collectively, the "**Contact Information**") in order for SunPower to schedule a Solar Consultation with you. SunPower shall not disclose your Contact Information to any third party or use your Contact Information for any purpose whatsoever other than scheduling a Solar Consultation. If Buyer instructs Seller not to provide Buyer's Contact Information to SunPower, and Buyer is opting to lease the Solar Energy System or Buyer selects option Section 10(c) below, Buyer is obligated to contact SunPower directly to schedule the Solar Consultation within three (3) business days of Buyer's execution of the Agreement.

By checking this box and executing this Addendum below, Buyer agrees that Seller **may** provide Buyer's Contact Information to SunPower.

By checking this box and executing this Addendum below, Buyer hereby instructs Seller not to provide Buyer's Contact Information to SunPower. Buyer agrees to contact the SunPower representative to schedule the Solar Consultation within three (3) days of the date of the Offer.

3. ABOUT THE SYSTEM EQUIPMENT AND LEASE PROGRAM. As noted above, Buyer shall elect either SunPower's lease program or must elect to purchase the System. Failure to affirmatively select either the lease or purchase option will result in Buyer being obligated to enter into a lease as provided in Section 10(c) below. The System purchase program is described in **Paragraph 4** below and the System lease program is described in **Paragraph 5** below. The System equipment includes (a) roof-mounted photovoltaic modules consisting of solar panels mounted on racks, and (b) inverter(s) that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use.. The System converts sunlight into electricity but does not directly heat water for the Residence or exterior improvements (such as pools and spas). Sample copies of the lease agreement, warranty provided by SunPower ("**SunPower Warranty**") and an operating and maintenance manual, if any ("**SunPower Maintenance Manual**"), prepared by SunPower are available for Buyer's review from SunPower upon request and at Sunpower.com/newhomes. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

4. PURCHASE OF A SYSTEM. If Buyer purchases a System, the total cost to Buyer of an installed System will be set forth in the Option Items list for Buyer's Residence.

4.1 Internet Solar Monitoring. SunPower may provide buyers of a System with an internet-based service that monitors the performance of the System ("**Internet Solar Monitoring Service**"). If the Internet Solar Monitoring Service is free for a limited period of time, at the expiration of the free monitoring period, if Buyer desires to continue using the Internet Solar Monitoring Service, Buyer may need to separately contract with the monitoring company at its then prevailing rate and on such terms and conditions as the monitoring company may

offer. Seller has no control over the internet solar monitoring system and any fees or rates which may be charged by SunPower or any monitoring company.

4.2 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 System. However, Buyer is solely responsible for obtaining any such credits. 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. Buyer is solely responsible for obtaining any applicable credits and/or incentives.

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 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 Close of Escrow 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. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. LEASE PROGRAM. If Buyer elects the lease of a System from SunPower, or if Buyer is deemed to have elected the lease pursuant to Section 10(c) below, Buyer will enter into a Solar Lease Agreement ("**Lease**") with SunPower prior to the Close of Escrow. Buyer will make monthly payments to SunPower 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 Residence. **Buyer should read each document related to SunPower's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 No Federal, State and Local Solar Energy Credits. Pursuant to the Lease, the lessor 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 SunPower as the owner of the System.

5.2 Internet Solar Monitoring. SunPower has agreed to provide lessees (homebuyers) with an internet based service which monitors the performance of the System. Seller has no control over SunPower's internet solar monitoring system and any fees or rates which may be charged by SunPower after the termination of the Lease. Buyer must maintain, at its sole cost and expense, a functioning indoor internet connection with the minimum specifications set forth in the Lease. If you do not maintain a working high speed internet line, you will not be able to utilize the performance monitoring service and you may be required to provide SunPower with annual production information from your inverter and SunPower will be unable to provide the performance guarantee as described in the Lease.

5.3 Financing for the Residence. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**"), has recently updated their Selling Guide for Single Family Homes to provide requirements for mortgage loans on properties with leased solar panels. The lessor of the panels believes that its lease complies with these requirements, but the requirements can change, and it is Buyer's responsibility to confirm with Buyer's lender whether the home is eligible for FNMA financing if Buyer elects to enter into a lease or if Buyer is deemed to have elected the lease pursuant to Section 10(c) below. 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 more difficult to finance or refinance the purchase of the Residence, now or in the future, due to factors that are not within Seller's control, and Seller makes no representation regarding any such financing.

5.4 Other Lease Issues. If SunPower 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 Residence is subject to a Lease, it may make the transfer/sale of the Residence more (i) expensive, (ii) time intensive, and (iii) difficult if Buyer is trying to find a buyer to assume the Lease because Buyer is unable or unwilling to remove and relocate the System.**

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 pertaining to the operation and/or maintenance of a System should be directed to SunPower 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.

6.1.2 Seller's Limited Warranty. The System is not covered under the Seller Warranty described in the Agreement ("**Seller Warranty**"). Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding (a) the System, (b) the longevity of the System, (c) any Solar Installer Warranty, (d) the performance by Solar Installer under the Solar Installer Warranty, (e) any warranty from a System Component Manufacturer, (f) the performance by any System Component Manufacturer under such manufacturer's warranty, or (g) any components or parts of the System. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Residence 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 Residence 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 Installer or any System Component Manufacturer.

6.2 SunPower and System Component Manufacturers' Warranties. SunPower 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 SunPower and the System Component Manufacturers are unrelated to and independent of the Seller Limited Warranty. Please review the SunPower Warranty and all System Component Manufacturers' limited warranties for the System, copies of which will be provided by SunPower. Special attention should be directed to those paragraphs which limit the liability of SunPower and the System Component Manufacturers. Buyer acknowledges that certain components of the SunPower or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under the Seller Limited Warranty. Since Seller has no ownership interest in SunPower or the System Component Manufacturers, Seller has no control over the design or performance of SunPower's or the System Component Manufacturers' products, and Seller assumes no liability for SunPower's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, SunPower Warranty, Internet Solar Monitoring Service (if any) or the SunPower Owner Manual, please contact a SunPower representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties, please contact either SunPower or the individual System Component Manufacturer.

6.3 Placement of Systems. The System panels will be placed on the Residence'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, SunPower 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 SunPower. Buyer should anticipate that solar panels on Buyer's Residence and on all other residences in the Project may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Residence in the Project.

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**"). The methods of applying credit for exported energy vary. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no representation or warranty 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 Residence 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 immediately after the Close of Escrow. Initial operation of the System may be delayed due to multiple factors, including, but not limited to, (a) delay in processing the Interconnection Agreement by the Utility Company and the solar provider, (b) additional delays in starting up the System by SunPower. In addition, there are certain steps that Buyer must take such as setting up electric service to the Residence, signing an interconnection agreement and scheduling an appointment for system start-up and commissioning. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of SunPower, Buyer and the Utility Company, as applicable. Seller will have no control over, or liability for, the commencement of operation of the System.

6.6 Timelines for Selecting System Option Upgrade. If Buyer would like to upgrade the System to be installed on the Residence, Buyer must do so within the timeframe established by Seller and/or SunPower. Given the complex nature of the System, this option must be selected prior to the selection deadline of other options for the Residence. Until the time Buyer elects to upgrade the System, the availability and prices of upgraded System option(s) are subject to change without prior notice Buyer acknowledges that if Buyer is purchasing a Residence which is already under construction, the cut-off dates for ordering an upgraded System may have already passed.

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 Residence, the orientation of the Lot 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 Residence 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 Residence may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Project, even where the System size and other parameters on such other property within the Project are the same as the System which may be installed on your Residence. 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 SunPower. 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, SunPower 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 Residence will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

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 Compliance with Governing Documents and Laws; Tree Planting Restrictions. The maintenance, repair and replacement of the System will be subject to: (i) the Declaration (as defined in the Project Specific Disclosure Addendum), (ii) the architectural/design guidelines, if any, for the Project; (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 your free and unfettered enjoyment of your Residence if it conflicts with the operation of a System installed upon an adjoining residence, including the location and height of trees at your Residence. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON BUYER'S RESIDENCE OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS MAY NOT ALLOW THE PLANTING OF ANY TREES, OR THE PLANTING OF MEDIUM OR LARGE TREES, IN THE YARD. 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 are based upon information obtained from third parties unrelated to Seller and in some cases provided by Seller but prepared by unrelated third parties (as is the case with the solar energy system materials prepared by SunPower) 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.

9.2 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 but not limited to the "California Go Solar" Website. See, <http://www.gosolarcalifornia.org>.

9.3 Information from the State of California. The following information is from California Code of Regulations Title 20, Section 2702:

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

Climate Zone	Estimated Annual kWh/kWstc Generation	Estimated Annual Dollar Savings at Various Utility Electric Energy Rates				
		\$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 Residence, 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"

10. SELECTION OF LEASE OR PURCHASE OPTION. Buyer hereby selects the following option with respect to the system:

- (a) **Lease Option.** Buyer elects to enter into a Lease for the System. Buyer agrees that (i) prior to Close of Escrow Buyer shall enter into a Lease with SunPower for the System, (ii) Buyer's failure to enter into the Lease prior to the Close of Escrow 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.
- (b) **Purchase Option.** Buyer elects to purchase the System. Buyer agrees that (i) concurrently with the execution of this Addendum, Buyer shall execute an Additional Items and Upgrades Addendum 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.
- (c) **Buyer to Select Option Within Three (3) Business Days Or Buyer Deemed to Select Lease Option.** Buyer has not yet determined whether Buyer will lease or purchase the System. Buyer shall provide notification in writing to Seller of Buyer's election within three (3) business days of Buyer's Offer. If Buyer elects to enter into a Lease for the System, then Buyer agrees that (i) prior to Close of Escrow Buyer shall enter into a Lease with SunPower for the System, (ii) Buyer's failure to enter into the Lease prior to the Close of Escrow 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 two (2) business days of Buyer providing written notification of such election to Seller, Buyer shall execute an Additional Items and Upgrades Amendment 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 notify Seller of Buyer's election as requiring in this subsection (c), then (i) Buyer shall be deemed to have agreed to enter into a Lease for the System, (ii) prior to Close of Escrow Buyer shall enter into a Lease with SunPower for the System, (iii) Buyer's failure to enter into the Lease prior to the Close of Escrow shall be deemed to be a default by Buyer, and (iv) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease.

(d) **Acknowledgment of Lease Qualification Requirements.** If Buyer has elected or is deemed to have elected to enter into a Lease for the System pursuant to the subsections above, then (i) Buyer authorizes SunPower to obtain and shall cooperate with SunPower in obtaining a current credit report for Buyer and (ii) Buyer shall provide to SunPower within two (2) business days of written request from SunPower and/or Seller any and all additional personal and/or financial information as may be reasonably necessary for SunPower 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.

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 agreements, understandings, inducements, promises, representations or warranties, express or implied (collectively "**Representations**") made by any sales person, employee or agent of Seller 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 lease or purchase the System,

11.4 Seller, its affiliates, assigns and sales representatives are not acting as an agent of SunPower, and

11.5 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 SunPower. Neither Seller nor any of its affiliates, assigns or Sales Representatives have made Representations or warranties to Buyer of any kind regarding the System, including but not limited to energy savings, tax benefits, cash grants, incentives or rebates.

Except as modified in this Addendum, all remaining provisions of the Purchase Agreement remain unchanged and in full force and effect.

SELLER'S AGENT: «SellerAgent»

By: _____
Sales Representative

Date: _____

BUYER

Buyer:

Date: _____

Buyer:

Date: _____

ACCEPTED BY SELLER: «OwnerName»

«Ownername»

By: _____
(Authorized Representative of Seller)

Date: _____

ACCEPTED BY ESCROW HOLDER

By: _____
(Authorized Representative of Escrow Holder)

Date: _____