

# Sunnova SunSafe® Solar + Battery Storage Service

## Easy Plan™ Equipment Lease

| <b>Homeowner Information</b> |                         |
|------------------------------|-------------------------|
| <b>Homeowner Name:</b>       | Ram Swami, Gaytri Swami |

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|---|--|
| <b>Address History:</b>                     |  |
| o <b>Current Address:</b>                   |  |
| 17622 Rosa Drew Lane 20A, Irvine - CA 92612 |  |
| o <b>Prior Address #1:</b>                  |  |
| 31 Early lgt, Irvine - Ca 92620             |  |

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| <b>Address of Home (the "Address"):</b> | 1948 Earp Way<br>Hemet, CA 92545 |
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| <b>Name of Community (the "Community"):</b> | Bridle Walk/Saddle Point |
|---|--------------------------|

|                       |  |                       |                |
|-----------------------|--|-----------------------|----------------|
| <b>Daytime Phone:</b> |  | <b>Evening Phone:</b> | (862) 339-8543 |
|-----------------------|--|-----------------------|----------------|

|                       |                          |
|-----------------------|--------------------------|
| <b>Email Address:</b> | ramswami.net@hotmail.com |
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| <b>Customer Service Information</b> |  |
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| <b>Customer Service Hotline:</b> | <b>If you have any questions regarding any aspects of this Agreement, please call: 1-877-SLR-POWR (1-877-757-7697)</b> |
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This Agreement assures Homeowner of the following benefits:

1. No money down at closing. No maintenance costs.
2. Estimated lease payment of \$143.00/month (plus any applicable taxes) for 25 years - never increases.
3. This Agreement will easily transfer at resale of the Home and is not subject to approval of the buyer's credit.
4. Designed to ensure that actual system performance will be at least 95% of estimated performance during the first year and will decline by no more than 0.5% per year during the term of this Agreement. See Exhibit 1 of this Agreement for details of Performance Guarantee.

This Agreement informs Homeowner of the steps required to receive the SunSafe® Solar + Battery Storage Service Easy Plan, Equipment Lease benefits:

1. Pay monthly bill from Company.
2. Provide an internet connection.
3. Cooperate with Company and the local utility to achieve interconnection of the PV System.
4. Grant access to the PV System and Battery (together, the "System") to Company and its designees during the Term of this Agreement.
5. Comply with the requirements for making a claim under the Performance Guarantee.

| <b>Federal Consumer Leasing Act Disclosures</b> |
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**Description of Leased Property:** Solar photovoltaic system components ("PV System Components") and energy storage system components ("Battery System Components," and together with the PV System Components, the "System Components") described in Exhibit II attached to this Agreement.

| <b>Amount Due at Signing or Delivery</b> | <b>Monthly Payments</b>   | <b>Other Charges</b><br>(not part of your monthly payment) | <b>Total of Payments</b><br>(The amount you will have to pay by the end of the lease) |
|--|---|--|---|
| \$0.00                                   | Based on the best information reasonably available, the Placed in Service Date of the System Components is estimated to be [60 DAYS AFTER CLOSING DATE]. Your first monthly payment is estimated to be \$143.00. It is due in the calendar month following the Placed in Service Date on the 15th day following the date of the first invoice, followed by 299 payments of \$143.00 due each month on the 15th day following the date of each monthly invoice. The total of your monthly payments is estimated to be \$34,320.00. The actual amount of your monthly lease payment (the " <b>Lease Payment</b> ") will be determined approximately on the date the System Components are installed and Company will notify you if the actual monthly Lease Payment differs from the above-estimated monthly payment; provided however, the actual monthly Lease Payment will not exceed the above-estimated payment. | \$0.00   | .....<br>\$34,320.00  |

**Purchase Option at End of Term.** You have an option to purchase the System Components at the end of the Term of this Agreement for \$5,635.00.

**Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and insurance.

| <b>Summary of Terms</b>                    |   |
|--|---|
| <b>Estimated Placed in Service Date:</b>   | Sixty (60) days from closing date.  |
| <b>Approximate System Size (in DC kW):</b> | Based on the best information reasonably available, PV System size is estimated to be <u>4.05</u> (which is estimated to deliver approximately 6655 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including, but not limited to, weather, soiling and shading). The actual size of your PV System will be determined approximately at the time of the installation of the PV System and Company will notify you if the actual size differs from the estimated size set forth herein.<br><br>Please note that the System includes a battery or multiple batteries (" <b>Battery</b> " or " <b>Batteries</b> ").<br><br>You authorize Company to manage the use of stored energy in its discretion in an effort to maximize your energy benefit. |
| <b>Transfer of Ownership:</b>              | If the Premises are sold or transferred while this Agreement is still in effect, you must either: (i) buy the System Components (or have the transferee of the Premises buy the System Components) from Company for the amount calculated pursuant to Exhibit IV; or (ii) require the transferee of the Premises to execute an agreement with Company assuming all of your obligations under this Agreement.  |
| <b>Official Fees and Taxes:</b>            | Based on current tax rates and law, the estimated total amount you will pay for official fees, and taxes over the Term of this Agreement: \$0.00.   |
| <b>Maintenance:</b>                        | We are responsible for maintaining the System Components in good operating condition during the Term of this Agreement, as described in Section 3 and <u>Exhibit I</u> of this Agreement.   |
| <b>Warranties:</b>                         | The System Components are subject to the following express warranties: the System Components will be free from defects in workmanship or defects in or a breach of, materials and components for the entire Term of this Agreement. See Section 3 and <u>Exhibit I</u> of this Agreement for a full explanation of applicable warranties and disclaimers.   |

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| <b>Early Termination and Default:</b>                | <p>You may terminate this Agreement before the end of the Term by purchasing the System Components at any time, including when the Premises are transferred.</p> <p>We may terminate this Agreement before the end of the Term if you fail to make any payment when due or you fail to perform your obligations under this Agreement, as described in Paragraph 5.04. See Section 5 of this Agreement for a full explanation of events of default, termination, and remedies.</p> <p>Upon such termination we shall be entitled to the remaining payments plus any lost or recaptured Renewable Energy Incentive less amounts received from any Third Party Sales (if applicable), in addition to such other remedies provided herein and by applicable law. See Section 5.04(b) of this Agreement for a further explanation.</p> |
| <b>Purchase Option Prior to the End of the Term:</b> | <p>You have the right to purchase the System Components at any time. The price will be determined as provided in <u>Exhibit IV</u> of the Agreement. This amount includes taxes.</p>  |
| <b>Options at the Expiration of the Term</b>         | <p>At the expiration of the Term of this Agreement, you have 3 options: (i) you may extend the initial Term of this Agreement for up to an additional 10 years in two 5-year extension periods; (ii) you may request that Company remove the System Components and restore the affected portions of the Home; or (iii) you may purchase the System Components for \$5,635.00. See Section 5.03 of this Lease.</p>   |
| <b>System Description</b>                            | <p>Panels: Hanwha Q Cells</p> <p>Modules: Mono</p> <p>Inverter: Enphase IQ8+</p> <p>Monitor: Envoy IQ, Combiner</p> <p>Batteries: Tesla Powerwall 2</p>   |

**This is a legally binding agreement that secures for you the benefits provided by the System, so please read everything carefully including all of the Exhibits. If you do not meet your contract obligations under this Agreement, you may lose your rights to the benefits of the System. If you have any questions regarding this Agreement, please call the Customer Service Hotline specified above.**

This Sunnova SunSafe® Solar + Battery Storage Service Easy Plan, Equipment Lease (the "**Agreement**") is made as of 9/16/2023 between Ram Swami, Gaytri Swami, the purchaser of the home specified above and participant in the Sunnova SunSafe® Solar + Battery Storage Service Program ("you" or the "Homeowner"), and Sunnova Energy Corporation, a Delaware corporation, together with its successors and assigns ("**we**," "**us**," "**our**" or the "**Company**"). This Agreement covers the lease by Company to you of the System Components defined below. The System (defined below) has been installed at the Address. This Agreement will refer to this address as the "Premises" or your "Home." This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state and local law. Homeowner and Company are each individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Article I of this Agreement.

## 1. Definitions.

Defined Terms. Unless defined in the body of this Agreement, all capitalized terms used herein have the meanings set forth below:

- (a) "Address" shall have the meaning set forth under Homeowner Information on page (1) hereof.
- (b) "Bankruptcy" means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.
- (c) "Battery" or "Batteries" means an energy storage system (an "**ESS**").
- (d) "Battery System Components" means the Control Panel (also called a Gateway or Transfer Switch) and Battery as described in Exhibit II; provided, however, that Battery System Components do not include the Battery Fixtures.
- (e) "Battery Fixtures" means the materials and parts of the Battery that are not Battery System Components, each as identified in Exhibit II.
- (f) "Builder" means Lennar Homes of California, LLC, a California limited liability company, or one of

its affiliates.

(g) "Close of Escrow" means the closing date for the purchase of the Home by Homeowner pursuant to the Home Purchase Agreement between Homeowner and Builder.

(h) "Community" shall have the meaning set forth under Homeowner Information on page (1) hereof.

(i) "Company" means Sunnova Energy Corporation, a Delaware corporation, or any subsidiary thereof.

(j) "Easement" means that certain easement recorded in the real property records for the County in which the Home is located, the form of which is attached to this Agreement as Exhibit III and is incorporated herein by reference.

(k) "Fair Market Value" means the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction, or is related to each other.

(l) "Home" means the physical structure making up Homeowner's residence at the Address.

(m) "Home Purchase Agreement" means that certain Purchase and Sale Agreement by and between Homeowner and Builder for the purchase and sale of the Home.

(n) "Homeowner" means the purchaser of the home specified above.

(o) "Interest Rate" means the lesser of (i) ten percent (10%) or (ii) maximum rate permitted by law.

(p) "Lease Payment" means the amount due each month from Homeowner to Company for the lease of the System Components, as set forth above.

(q) "Local Electric Utility" means the local electric utility that provides retail electric service to Homeowner.

(r) "Ownership Benefits" means the ownership of the installed System Components, along with all associated benefits, including, but not limited to, Renewable Energy Incentives and all other rights, privileges, assets, qualifications (including, without limitation, status as a qualifying small power production facility (QF) under federal law), incentives (as applicable), utilities regulatory products (such as capacity or ancillary services) or similar benefits related thereto.

(s) "Placed in Service Date" means the date on which Company has (1) received all necessary approvals from the Local Electric Utility and other relevant authority, WHICH MAY OR MAY NOT HAVE OCCURRED PRIOR TO THE CLOSE OF ESCROW and (2) completed the energization of the System and connection thereof with the Local Electric Utility.

(t) "Premises" means Homeowner's Home and all surrounding property to which Homeowner holds title at, or otherwise exercises control over, the Address.

(u) "PV System" means the solar photovoltaic ("**PV**") system installed on the roof of the Home, as is more fully described in Exhibit II, which shall include the PV System Components and the PV System Fixtures.

(v) "PV System Components" means the PV System solar panels, inverters and, if applicable, racking system described in Exhibit II; provided, however, that PV System Components do not include the PV System Fixtures.

(w) "PV System Fixtures" means the materials and parts of the PV System that are not PV System Components, each as identified in Exhibit II.

(x) "Renewable Energy Incentives" means (i) all available production or investment tax credits and credits related to climate change associated with the construction or operation of the System applicable to a federal, state or local taxation obligation, (ii) all federal, state and local tax benefits (including, without limitation, deductions, accelerated depreciation, credits and other allowances) and tax attributes relating to the System, and (iii) all other current and future financial incentives relating to the installation or ownership of the System (including, without limitation, governmental, utility and nongovernmental credits, grants, rebates, and renewable energy credits or certificates, including rebates under the California Energy Commission's New Solar Homes Partnership). For the avoidance of doubt, Renewable Energy Incentives do not include, and Company is not entitled to: (I) credits or payments from the Local Electric Utility to its customers for the power generated by the System pursuant to the Local Electric Utility's net metering program, as set forth in Section 2.05; or (II) incentives offered by the Local Electric Utility only to its customers, unless such incentives may be assigned by Homeowner to a third party, in which case Homeowner agrees to assign such incentives to Company.

(y) "Roofing Restoration" means restoration of the condition of the part of a Home's roofing material that is affected by removal of a PV System, so that the restored condition is sound, watertight and (to the extent reasonably feasible) aesthetically consistent with the then-existing prevalent condition of the other part of the Home's roofing material.

(z) "Solar Fixtures" means the materials and parts of the System that are not System Components, each as identified in Exhibit II.

- (aa) "System" means the PV System and Battery(ies) together.
- (bb) "System Components" means the PV System Components and Battery System Components together, as described in Exhibit II.
- (cc) "Term" means the period during which this Agreement is in effect. The Term shall commence on the later of the Close of Escrow or the Placed in Service Date. However, if the Placed in Service Date has not occurred prior to the Close of Escrow, Company may request that Homeowner cooperate with Company to obtain a Permission to Operate ("**PTO**") from the Local Electric Utility (by executing required agreements with the Local Electric Utility and/or providing account information); in certain cases, Company may also require an in-house appointment with Homeowner (once PTO is obtained) in order to energize the System. If Homeowner does not cooperate with Company with respect to the PTO or does not schedule the appointment to energize the System (if necessary) within ten (10) business days from the delivery by Company to Homeowner of a written request (including via email) for either action, or, in the case of the appointment, such appointment is cancelled or rescheduled and does not take place within twenty (20) business days from the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days from the delivery of such request. The Term of this Agreement shall end twenty-five years after it commences, unless the Term (i) is extended for up to ten years in two five-year extension periods pursuant to Section 5.03, or (ii) is terminated earlier pursuant to Section 2.02 or other provisions of Section 5.
- (dd) "We," "Us" and "Our" means Company and its successors and assigns.
- (ee) "You" and "Your" means each person or legal entity, jointly and individually, that signs this Agreement as Homeowner.

## **2. Rights and Obligations During the Term of the Agreement.**

2.01 Lease. Company shall lease to Homeowner, and Homeowner shall lease from Company, the System Components during the Term in consideration of Homeowner's payment of the Lease Payment set forth on page 1 hereof to Company.

2.02 Contingency and Automatic Termination. In the event that the Close of Escrow does not occur and the Home Purchase Agreement is terminated for any reason, then this Agreement shall be automatically canceled and terminated and neither Party shall have any obligations or liabilities under this Agreement, except as otherwise set forth in this Agreement.

### 2.03 Invoicing and Payment; Waiver of Payment Claims.

(a) Monthly Invoice. Company shall invoice Homeowner monthly on such date as Company may select, for the previous month's Lease Payment, plus all applicable taxes to be collected from Homeowner by Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal the amounts set forth on page 1 hereof.

(b) Payment of Taxes. Homeowner agrees to pay any changes in the applicable taxes related to this Agreement. Homeowner also agrees to pay any other taxes on the System that Homeowner's local jurisdiction may levy; provided, however, that to the extent any tax exemption is available to offset any taxes imposed on and paid by Homeowner as a result of the System, Homeowner (and not Company) shall be entitled to claim such exemption.

(c) Method of Payment. Each monthly Lease Payment shall be paid in lawful money of the United States of America and may be made by electronic payment (initiated by Homeowner) or automatic withdrawal (by Homeowner enrolling through Company's website). Each monthly payment shall be due (and Company shall make the automatic withdrawal) on the fifteenth (15th) day following the date of the invoice for each such payment. In the event Homeowner requests paper billing and/or a payment is made by means other than electronic payment or automatic withdrawal, Homeowner will be charged a processing fee equal to \$1.00 per paper bill and/or non-electronic/non-automatic payment, which fee may be increased at Company's discretion from time to time. All invoices will be sent to Homeowner by electronic mail or by U.S. mail (if so requested by Homeowner and subject to the \$1.00 processing fee). In addition, if Homeowner elects to pay by enrolling through Company's website in automatic withdrawals, Homeowner will receive a discount of \$5.00 for each month in which such automatic withdrawal was made. Any payments not made when due (including as a result of insufficient funds by Homeowner or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate from and including the due date, to but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law.

(d) Waiver of Payment Claims. SUBJECT TO SECTION 5.05, HOMEOWNER AGREES THAT (1) THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE UNCONDITIONAL UNDER ALL CIRCUMSTANCES (WITH ONLY THE EXCEPTIONS NOTED BELOW IN THIS SECTION) AND SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS DUE AND PAYABLE BY HOMEOWNER HEREUNDER DURING THE TERM OF THIS AGREEMENT SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S ESTATE, EXCEPT THE PAYMENT OF INVOICES AND OTHER AMOUNTS THAT MAY BE SUBJECT TO

SECTION 3.04 DESCRIBING CASUALTY DAMAGE; AND (2) YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN THE SYSTEM OR THIS AGREEMENT.

2.04 Use of the System; Release of Company Liability. Customer may request an in-home solar orientation appointment at any time prior to, or within thirty (30) days after, the remote activation of the System by Company. Homeowner is entitled to the benefit of any power generated by the System during the Term of this Agreement. The System and Battery are for residential use solely at the Premises. Homeowner agrees to use the System and any power generated by the System and stored in the Battery solely for personal, family or household purposes. Homeowner agrees that the electricity generated by the System may not be used primarily to heat a swimming pool. HOMEOWNER ALSO ACKNOWLEDGES THAT HOMEOWNER HAS CAREFULLY READ AND AGREES TO THE PROVISIONS OF THE LIMITED WARRANTY ATTACHED AS EXHIBIT I TO THIS AGREEMENT, SPECIFICALLY (I) THE SECTION ENTITLED "BATTERIES AND USE OF BATTERY POWER; RELEASE OF LIABILITY; WAIVER OF CLAIMS" INCLUDING BUYER'S RELEASE OF COMPANY FROM LIABILITY FOR ANY LOSS FROM BATTERY MISHANDLING OR DAMAGE CAUSED BY BUYER, AND INCLUDING THE SUBSECTION ABOUT COMPANY'S REMOTE MANAGEMENT AND DISCHARGE OF BATTERY ENERGY, AND (II) THE SECTION ENTITLED "BACKUP POWER; RELEASE OF LIABILITY" DESCRIBING A BATTERY'S LIMITED STORAGE OF BACKUP POWER.

2.05 Payments and Credits from the Local Electric Utility. Local law may entitle Homeowner to credits or payments from the Local Electric Utility for the power generated by the System that is placed onto the transmission and distribution grid of the Local Electric Utility. Homeowner shall be responsible for executing, returning (within ten (10) business days of delivery thereof) and complying with any agreements or other documents in order to obtain such credits and payments and as necessary for the interconnection and activation of the System. Homeowner shall be entitled to retain all such credits or payments for its own account. HOMEOWNER ACKNOWLEDGES AND UNDERSTANDS THAT LOCAL LAW MAY CHANGE AND HOMEOWNER MAY NOT BE ENTITLED TO THE SAME (OR ANY) CREDITS OR PAYMENTS FROM THE LOCAL ELECTRIC UTILITY THROUGHOUT THE TERM. REGARDLESS OF HOMEOWNER'S PARTICIPATION IN SUCH A PROGRAM, AND REGARDLESS OF ANY CHANGES IN THE NET METERING LAWS APPLICABLE TO HOMEOWNER, HOMEOWNER IS RESPONSIBLE FOR MAKING THE LEASE PAYMENT TO COMPANY EACH MONTH.

2.06 Monitoring. Company or its third party contractor has the right to monitor the PV System to collect data regarding the PV System. Company may provide and maintain remote monitoring equipment to measure the production of energy by the PV System and may maintain monitoring equipment to measure Homeowner energy consumption data. Company will make the data available to Homeowner on request or as otherwise required by any applicable law. Homeowner agrees and acknowledges that: (i) Company owns all energy production data and energy consumption data collected pursuant to this Agreement, and (ii) Company shall be permitted to use such data as necessary in the operation of Company's business, subject to any restrictions on use provided under applicable law.

Homeowner shall maintain electrical connections for Company's remote monitoring equipment, and shall maintain a working internet connection and a router with an available port for such monitoring unless the Home is located in an area with cellular service that Company determines to be reliably functional for Company's remote monitoring, provided however, that if Homeowner is unable to provide working internet, then the Home must be located in an area with cellular service that Company determines to be reliably functional.

In the event that (1) Homeowner is unable or fails to maintain the required working internet or electrical connection(s) at any time during the Term, and (2) Company determines that the Home does not have reliably functional cellular service, then during the period of time of such conditions, Company will be unable to provide remote performance monitoring of the PV System and conduct remote troubleshooting of the PV System, and Homeowner shall be solely responsible for notifying Company, in writing, if the PV System is not functioning properly. If Homeowner does not so notify Company that the PV System is not functioning properly, then during the period of time of such conditions:

- (a) Company shall have no responsibility for detecting or resolving any problems with the PV System, including pursuant to the Limited Warranty (attached hereto as Exhibit I), and
- (b) Homeowner will not be entitled to a refund or credit of any Lease Payments during such period.

The Local Electric Utility may require the installation of an additional meter that will be owned and maintained by the Local Electric Utility, at no cost to Homeowner.

2.07 System Activation Delay. Homeowner is solely responsible for all electric utility costs for the Home after Close of Escrow. If interconnection or activation of the System for the Home is delayed by any cause, Homeowner's initial electric utility costs before the System is activated may be higher than the Homeowner's electric utility costs after the System is activated.

### **3. Warranties, Maintenance, Insurance and Removal.**

#### **3.01 Warranties; Maintenance; Drone Inspection.**

(a) Repair Maintenance; Drone Inspection. Company will repair the System Components pursuant to the Limited Warranty, attached hereto as Exhibit I, and reasonably cooperate with Homeowner when scheduling repairs. To reduce response times for System service calls and the impact of inspections on roofs, Company may (with approximately 24 hours advance notice to Homeowner) operate a drone, from outside the Home, for aerial video inspection of the roof-top PV System and any other objects related to the service call. However, there is no guarantee that such a drone inspection will not inadvertently view other areas outside the Home. Company will maintain the System (which includes System Components and Solar Fixtures) in good operating condition; provided, however, that Homeowner will be responsible for any damage caused by Homeowner or Homeowner's guests, invitees, contractors or agents.

(b) Performance Guarantee. Company agrees to provide Homeowner with a Performance Guarantee during the Term of the Agreement, as more particularly set forth in Exhibit I, and which is hereby incorporated into this Agreement. THE SIZE OF THE PV SYSTEM COMPLIES WITH THE CURRENT ENERGY EFFICIENCY REQUIREMENTS OF CALIFORNIA LAW THAT APPLY TO THE CONSTRUCTION OF THE HOME AND THE SYSTEM.

(c) No Other Warranties. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE INSTALLATION, DESIGN, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, ELECTRICITY GENERATION CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

3.02 Company Insurance. Company shall at all times during the Term of this Agreement maintain general liability insurance with respect to the System Components. Company may or may not maintain property damage insurance for specific types of damage and casualty loss to the System.

3.03 Homeowner's Insurance. Homeowner will retain customary homeowner's insurance (including property damage and liability coverage) covering the Premises. Company agrees not to be named loss payee (or named insured) on Homeowner's property damage insurance policy covering the Premises. Any damage that occurs as a result of the installation, malfunction, manufacturing defect, or removal of the System is the responsibility of Company. To the extent that Homeowner's existing homeowner's insurance covers the System, and Homeowner desires to have Company restore a System that has been damaged by a casualty that is not covered by Company's insurance (as set forth in Section 3.04), Homeowner shall assign the proceeds of such insurance that relate to the System to Company; provided, however, that Homeowner shall have no obligation hereunder to procure insurance that provides such coverage.

3.04 Casualty Losses. If the System Components are damaged by a casualty covered by property damage insurance maintained by Company, Company will promptly repair and replace the damaged portions of the System Components as necessary to restore them to good working condition. If the System Components are damaged by a casualty not covered by property damage insurance maintained by Company, Company may at its option (i) repair and restore the System Components to good working condition, or (ii) terminate this Agreement and, at Homeowner's option, (I) convey the System Components in their existing condition, as is, to Homeowner or (II) remove and dispose of the System Components and perform related Roofing Restoration. Notwithstanding the foregoing, if Company accepts assignment of insurance proceeds from Homeowner (as set forth in Section 3.05) for repair or restoration of the System Components, Company shall repair and restore the System Components to good working condition.

3.05 Solar Access and Easement. The Parties acknowledge the existence of, and agree to abide by, the Easement, the form of which is attached to this Agreement as Exhibit III and which grants Company or its third party contractors access to the Premises for, among other things, installation, interconnection, activation, monitoring, inspection, evaluation, servicing, maintenance and removal of the System and any modifications to the System necessary to effect Third Party Sales (as defined in Section 5.04(b)(iii)), if applicable. The Easement shall not be affected by any termination of this Agreement and shall only terminate in accordance with its terms. The Easement prohibits the shading of roof-top solar collectors and reserves to Company a right of entry, after notice, to cure the shading of the PV System. Because of the prohibition against the shading of solar collectors and the design and dimensions of the Premises, any yard area of the Premises may not be large enough to accommodate (i) the planting of medium or large trees in any such yard of the Premises, (ii) the construction of upper-floor additions or roof-top structures, if applicable, and (iii) the growth of some trees to mature height in any yard area of the Premises. Homeowner agrees and acknowledges that the Premises may be subject to a certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement, grant certain rights to Company including the right to cure any prohibited shading of the PV System, as such term is defined thereunder.

Without limiting Homeowner's obligations and Company's rights under the Easement and the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, if any, Homeowner shall use reasonable efforts to keep the PV System free of overshadowing or other blocked access to sunlight from trees, other vegetation or other obstructions on or around the Premises during the Term. Homeowner shall not install other landscaping, structures or improvements on or around the Premises that would, or could reasonably be expected to, block the PV System's access to sunlight.

3.06 No Alteration. Except as may be required in order for the Local Electric Utility to install metering equipment, Homeowner will not alter, modify, enhance, remove, add or attach anything to the System or

any individual System Components, including any monitoring or metering equipment provided by Company (collectively "Alterations") without Company's prior written approval. Notwithstanding the foregoing, any Alteration that is made will become part of the System Components and will become Company's property at Company's sole discretion. In no event will Homeowner take any action in relation to any of the System that could void or impair any warranty relating to the System or its installation or which might cause any damage to the System, or which would cause the System not to operate as intended at the Home. HOMEOWNER WILL NOT, AND WILL NOT PERMIT ANY OTHER PERSON (OTHER THAN IN THE CASE OF AN EMERGENCY, SUBJECT TO THE EASEMENT AND TO SECTION 3.09 BELOW), TO TOUCH OR TAMPER IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH ANY PART OF THE SYSTEM FOR ANY REASON, AS SUCH MAY BE ENERGIZED AND PRESENTS A RISK OF ELECTRIC SHOCK, WHICH MAY CAUSE SERIOUS INJURY OR DEATH.

3.07 No Removal of System Components by Homeowner. Except as otherwise permitted by this Agreement, Homeowner agrees that the System Components will not be removed and will at all times be kept and used at the Premises. If Company removes the System Components at the end of the Term, Company will also perform related Roofing Restoration.

3.08 Temporary Removals. If Homeowner desires to make any repairs or improvements to the Premises that require the temporary removal of System Components, that could interfere with the performance or operation of the System or which might cause any damage to the System (including, without limitation, repair of the roof or any structure on the Premises on which the System Components are situated), Homeowner shall give Company at least ten (10) days prior written notice, such that Company or its third party contractors shall provide Homeowner with an estimate of the costs to remove and secure the System Components prior to commencement of the repair or improvement and replace the System Components after the repair or improvements have been completed. If Homeowner elects to proceed with repair or improvement to the Premises, it shall so notify Company and Homeowner shall reimburse Company for all reasonable costs of removing, securing, storing and replacing the System Components and for any damage thereto not caused by Company or its agents. Homeowner may not remove or have the System Components removed without the prior written consent of Company.

3.09 Emergency Removals. In the case of emergencies that may reasonably require temporary removal or relocation of the System or any System Components, Homeowner shall contact Company, and Company shall respond to Homeowner's requests as quickly as practicable at Homeowner's sole expense; provided, however, if Company is unable to respond as necessary to the emergency, Homeowner may, at its own expense, contract with a solar installer licensed in the state in which the Home is located to remove and store the System Components as necessary to make repairs required by the emergency. Homeowner shall in all events be responsible for any damage to the System that results from actions taken by Homeowner or Homeowner's contractor. Homeowner shall notify Company within forty-eight (48) hours after taking any such action.

REMOVAL OF THE SYSTEM OR ANY SYSTEM COMPONENTS PURSUANT TO SECTION 3.08 AND THIS SECTION 3.09 SHALL NOT AFFECT HOMEOWNER'S OBLIGATION TO MAKE THE LEASE PAYMENTS WHEN DUE HEREUNDER. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE HOME IS SUBJECT TO A CASUALTY THAT FORCES REMOVAL OF THE SYSTEM, COMPANY SHALL FOREGO BILLING HOMEOWNER FOR THE LEASE PAYMENTS FOR A PERIOD EQUAL TO THE REASONABLE AMOUNT OF TIME REQUIRED TO PERFORM THE NECESSARY HOME REPAIRS AND REPLACE THE SYSTEM. The amount of the Lease Payment that is suspended per day over any period shall be determined by prorating the Lease Payment over a 30-day month.

3.10 Duty to Notify. If Homeowner notices that the System is damaged, is not functioning properly for any reason, appears unsafe, or is stolen, Homeowner will promptly notify Company by calling the Customer Service Hotline provided on the cover sheet of this Agreement.

3.11 Duty to Cooperate. Homeowner agrees to cooperate with Company and to return or respond within ten (10) business days of receipt of any documents or request from Company relating to the System, including, without limitation, documents relating to interconnection and activation of the System, and documents relating to any Renewable Energy Incentives.

#### **4. Ownership of System Components and Ownership Benefits.**

4.01 System Components. Company owns the System Components and the Ownership Benefits for all purposes and Homeowner has no ownership interest in the System Components or the Ownership Benefits. Homeowner acknowledges and agrees that the System Components are the personal property of Company and are not fixtures to the Premises.

4.02 Solar Fixtures. Homeowner owns the Solar Fixtures.

4.03 Ownership Benefits and Renewable Energy Incentives. At the request of Company, Homeowner shall execute and deliver any application, agreement or other document(s) as may be necessary for Company to obtain any applicable Renewable Energy Incentives or Ownership Benefits within ten (10) business days of Homeowner's receipt thereof.

Notwithstanding anything to the contrary in this Agreement, Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the System or energy produced thereby to the Local Electric Utility as and to the extent necessary to permit

Homeowner's participation in a net metering arrangement with such Local Electric Utility as described in Section 2.05, or as otherwise required by the Local Electric Utility.

If applicable to the Community, as a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the System Components (including, without limitation, any rebates), the following categories of costs to Homeowner have been eliminated or reduced, as applicable, pursuant to the terms of this Agreement: (i) no down payment to enter into this Agreement; (ii) reduced ongoing Lease Payments; (iii) no annual automatic increase in Lease Payment; (iv) no cost for solar system monitoring (including mobile device accessibility); (v) no cost for required maintenance of the System Components (including cleaning when necessary for energy production purposes, servicing, and/or repairs); (vi) no payment for insurance of System Components; and (vii) no transfer fee to assign this Agreement to a subsequent homebuyer (other than actual document recording costs imposed by local property records office).

Without the prior written consent of Company, Homeowner shall not enter into any agreement with the Local Electric Utility that would entitle such Local Electric Utility to claim any Renewable Energy Incentives or Ownership Benefits.

4.04 No Liens, No ID Removal. To the fullest extent permitted by law, Homeowner agrees to keep the System Components free of any liens and other encumbrances. Homeowner agrees that the System Components may be marked and identified as property of Company. Homeowner may not change, remove, or alter any of these markings or identifications.

**5. Rights and Obligations: Upon Sale of the Home, After the Term of the Agreement, Upon Termination of the Agreement, and Upon Default.**

5.01 Sale or Lease of the Home. If the Premises are voluntarily (or involuntarily) transferred during the Term, then, if Homeowner is not in breach of this Agreement, Homeowner will have the right to do either of the following: (i) buy the System Components (or have the transferee of the Premises buy the System Components) for the amount calculated pursuant to Exhibit IV, or (ii) have the transferee assume all of Homeowner's obligations under this Agreement, including payment obligations. Homeowner agrees to give Company at least fifteen (15) days, but not more than three (3) months' prior written notice and to cooperate with Company to cause the transferee to execute a written assignment of this Agreement, if applicable. Otherwise, Homeowner will remain responsible for Homeowner's obligations under this Agreement after the sale of the Home until either the System Components are purchased or the transferee assumes all of the obligations of Homeowner hereunder. In the event of a foreclosure or threat of foreclosure where the Premises are transferred to a lender, then the lender or assignee or subsequent purchaser has the discretion to: (i) become, without payment of any transfer or similar fee, the beneficiary of this Agreement with Company; (ii) enter into an agreement with Company, under terms no less favorable than this Agreement; or (iii) terminate this Agreement and require Company to remove the System Components.

(a) Written Assignment. If this Agreement is transferred to the transferee of the Home, pursuant to (ii) above, Homeowner, the transferee and Company shall execute a written assignment of this Agreement. Until the transferee has executed the assignment of this Agreement, Homeowner shall remain responsible for performing under this Agreement. If Homeowner (or the transferee) chooses to buy the System Components, it will pay any applicable sales, transfer taxes or personal property taxes in addition to the purchase price calculated pursuant to Exhibit IV (unless specifically included in the price). Homeowner agrees to pay the recording fees associated with recordation of the documents evidencing either the assignment of this Agreement or the purchase of the System Components. EXCEPT IN CONNECTION WITH A SALE OF THE PREMISES, DURING THE TERM OF THIS AGREEMENT, HOMEOWNER WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT WITHOUT COMPANY'S PRIOR WRITTEN CONSENT.

(b) Lease of a Home. In the event Homeowner leases the Home to a third party, Homeowner will remain responsible for the payments due under this Agreement and for causing Homeowner's tenants to comply with all applicable provisions of this Agreement. HOMEOWNER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE LEASE PAYMENTS, EVEN IF THE HOME IS VACANT. Homeowner will receive Company invoices directly and acknowledges that Company shall have no obligation to contact Homeowner's tenant for any reason.

5.02 Purchase Option. Homeowner has the option to purchase the System Components at any time. To exercise this option, Homeowner must be in good standing under this Agreement and provide Company with at least fifteen (15) days, but not more than three (3) months' prior written notice. The purchase price for the System Components will be the fair market value, calculated pursuant to Exhibit IV. Homeowner agrees to pay the recording fees associated with the documents evidencing the purchase of the System Components.

5.03 Termination at the End of Term. At the end of the Term of this Agreement, Homeowner has the following options:

- (a) if Homeowner is in compliance with this Agreement, Homeowner may extend the initial Term of this Agreement for up to an additional ten years in two five-year extension periods;
- (b) Homeowner may request that Company remove and dispose of the System Components, in

which case Company shall remove and dispose of the roof-top System Components from the Home, and perform related Roofing Restoration, pursuant to all the removal, disposal and restoration terms stated in Section 9 of the Easement. The Parties' obligations under this Agreement shall terminate on the completion of such removal, disposal and restoration by Company; or

(c) Homeowner may purchase the System Components from Company pursuant to Section 5.02, plus all applicable sales, transfer or personal property taxes. The Parties' obligations under this Agreement shall terminate on the completion of such purchase of the System Components by Homeowner.

Company will send forms relating to Section 5.03(a) and Section 5.03(c) approximately three (3) months prior to the expiration of the Term (including any applicable extension period), and Homeowner shall complete and return the forms at least one (1) month prior to the expiration of the Term (including any applicable extension period). If Homeowner does not return the forms to Company prior to the expiration of such Term, then this Agreement shall continue until (i) at least sixty (60) days' after Homeowner sends Company prior written notice terminating this Agreement, or (ii) Company sends Homeowner notice terminating this Agreement.

#### 5.04 Homeowner Default.

(a) Homeowner Events of Default. A "Homeowner Event of Default" shall mean, with respect to Homeowner, the occurrence of any of the following:

- (i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within thirty (30) calendar days after written notice;
- (ii) the failure to perform any other material obligation (other than those listed in this Section 5.04(a)) set forth in this Agreement (which includes any negative obligations undertaken by Homeowner hereunder) within thirty (30) calendar days after written notice;
- (iii) the failure to cooperate with Company to permit the interconnection and activation of the System, pursuant to Section 2.04, if such failure is not remedied within thirty (30) calendar days after written notice;
- (iv) Homeowner denies Company or its third party contractors access to the Premises as necessary under the terms of this Agreement or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, as applicable, and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;
- (v) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except with respect to the sale of the Home, as provided for in Section 5.01, without Company's prior written consent;
- (vi) Homeowner Bankruptcy; or
- (vii) Homeowner damages or otherwise acts negligently or with willful misconduct regarding the System or any other property or right of Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of System) and 3.10 (Duty to Notify).

(b) Remedies for Homeowner Default. Upon the occurrence of a Homeowner Event of Default, Company may exercise any one or more of the following remedies:

- (i) suspend its performance under this Agreement until Homeowner Event of Default has been cured;
- (ii) leave the System Components in place on the Home, but deny Homeowner access to and use of the power generated therefrom, which may be redirected and sold to third parties, if permitted by law, for Company's account (including to the Local Electric Utility) in Company's sole discretion ("**Third Party Sales**");
- (iii) exercise any other remedy provided under applicable law or regulation, including seeking a pre or post judgment lien or similar security interest on or against the Home, but such remedy shall not include punitive or liquidated damages or specific performance; and/or
- (iv) collect as actual damages the remaining payments due under this Agreement (including all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner Event of Default, *less* any amounts Company recovers or reasonably expects to recover from any Third Party Sales (if applicable). Company will provide you with calculation(s) of its measure of damages.

(c) Credit Reporting. Company reserves the right to submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on Homeowner's credit record if Homeowner does not pay any amounts due under this Agreement as required

#### 5.05 Company's Default.

(a) Company Events of Default. A "Company Event of Default" shall mean: Company (or Lender (as defined in Section 6.07), in its sole discretion, on Company's behalf) fails to perform any material obligation set forth in this Agreement (which includes any negative obligations undertaken by Company hereunder) within thirty (30) calendar days after written notice by Homeowner to Company of such failure to perform; *provided, however*, that Lender shall have an additional thirty (30) days (for a total of sixty (60) days) to cure such failure.

(b) Remedies for Company Event of Default; Release of Homeowner Claims. Upon the occurrence of a Company Event of Default, Homeowner may:

(i) in a subsequent written notice to Company, terminate this Agreement and request removal and disposal of the System Components and related Roofing Restoration, at Company's expense, provided that such removal, disposal and related Roofing Restoration shall be performed in all instances by Company or its third party contractors within sixty (60) days of the termination of this Agreement; and provided that Company shall be responsible for repayment of any Renewable Energy Incentives that may be required by the applicable authority that granted such Renewable Energy Incentives; and/or

(ii) except as provided below, exercise any other remedy provided under applicable law or regulation.

If Company fails to remove and dispose of the System and to perform the related Roofing Restoration within the period following the written notice of termination by Homeowner as stated above, Homeowner may contract with a qualified third party contractor for such removal, disposal and related Roofing Restoration, and Company shall reimburse Homeowner for its costs reasonably incurred therefor.

Notwithstanding the foregoing, but only if (1) a Company Event of Default is caused by events beyond the control of Company (for example, by governmental action, acts of nature, lawful shading by others, etc.), and (2) after termination of this Agreement Company removes from the Premises and disposes of the roof-top System Components, and performs the related Roofing Restoration (or reimburses Homeowner for its costs reasonably incurred therefor), then Homeowner shall have no right to claim damages as a result of the termination of this Agreement, and Homeowner shall release and forever hold Company harmless from and against any damages resulting from Company Event of Default, except for any damages to the Home resulting from the removal of the System Components, whether by Company or by Homeowner, but excepting therefrom any damages caused by Homeowner's negligence.

5.06 Amounts Due and Payable at Time of Termination. NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT, ANY AMOUNTS DUE AND PAYABLE BY EITHER PARTY AS OF THE DATE OF TERMINATION SHALL NOT BE AFFECTED AND SHALL REMAIN DUE AND PAYABLE.

#### 6. Miscellaneous.

6.01 Limitation of Liability. EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

EXCEPT AS OTHERWISE MAY BE SET FORTH IN THIS AGREEMENT COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE SYSTEM, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS, AND TO THE EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, HOMEOWNER HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.02 No Liability for Builder. The Parties acknowledge and agree that,

(a) Neither Builder nor any of its affiliates, successors or assigns is a party to or bound by any of the provisions of this Agreement,

(b) Homeowner has not relied on any oral representation or statements made by Builder's representative or any other agent or employee of Builder, and

(c) Builder has no liability to Homeowner with respect to the System or to Company's

obligations under this Agreement.

6.03 Assignment by Company. Company may sell, assign or in any other way transfer its rights and responsibilities in the System and this Agreement without Homeowner consent.

6.04 Contractors. Company may use third party contractors to design, install, operate, maintain, or repair the System and to perform any other duties under this Agreement, including collecting meter data on the electricity that the System generates and preparing and sending invoices to Homeowner and collecting amounts due under these invoices.

6.05 Governing Law; No Jury Trial. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state in which the Premises are located, without reference to any conflicts of law principles. The Parties agree that the exclusive jurisdiction and venue for any litigation hereunder shall be the court having jurisdiction in the county in which the Premises are located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Premises or other location mutually agreed to by the Parties. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

6.06 Dispute Resolution. The Parties agree to resolve any dispute that arises under this Agreement or their relationship, pursuant to the provisions set forth in Exhibit VII.

6.07 Lender Accommodations. Homeowner acknowledges that Company may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more other financial institutions (any such institution, together with any agent, representative, trustee, or other designee on behalf of such institution, a "**Lender**") and that Company's obligations to such other financial institutions may be secured by a pledge or collateral assignment of this Agreement and a first security interest in the System Components (collectively, the "**Lender's Security Interest**"). In order to facilitate such financing or other accommodations, Homeowner agrees to the additional provisions of this Section that follow:

(a) Consent to Lender's Security Interest. Homeowner consents to Company providing to Lender the Lender's Security Interest. However, if the Lender forecloses on the Lender's Security Interest and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the System Components subject to Homeowner's rights, and Company's obligations, under this Agreement. In that case, Homeowner will attorn to and recognize the Lender as the new owner of the System Components and will make all payments due under this Agreement in accordance with Lender's instructions.

(b) Acknowledgement and Confirmation. By executing this Agreement, Homeowner acknowledges and agrees that this Agreement is a lease, not a sale, that the ownership of the System Components remains in Company, that the System Components are the personal property of Company and that Company is authorized to file a Form UCC-1 Financing Statement (in substantially the form attached hereto as Exhibit VI) or similar statement with all applicable governmental agencies to evidence such ownership (which UCC-1 is not a lien or encumbrance against the Property). Company shall accommodate reasonable requests from lenders or title companies to facilitate a financing or refinancing of the Property by subordinating the UCC-1 for a processing fee of \$250.00.

(c) Further Assurances. At the request of the Lender (or Company on Lender's behalf), Homeowner agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Company, and to secure the obligations evidenced by Lender's Security Interest, so long as such document, instrument or statement does not materially increase Homeowner's obligations or decrease Homeowner's benefits under this Agreement.

6.08 Notices. All notices required to be provided under this Agreement (pursuant to all of Section 5) will be in writing and shall be sent by personal delivery, electronic mail, online customer portal, overnight courier, or U.S. Postal Service, 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 Homeowner at the Property address set forth in this Agreement at the addresses set forth in this Agreement. Notices to Company may be sent to the following address: Sunnova Energy Corporation, P.O. Box 56229, Houston, TX 77256, Attention: Customer Service; Telephone: 281.985.9900; Email: [customerservice@sunnova.com](mailto:customerservice@sunnova.com). Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified herein.

For all other communications, Homeowner agrees to update the telephone number and other contact information provided to Company if that information changes and consents to Company (and/or anyone acting on Company's behalf) using any wireless or wireline telephone number, email address, or other contact information that Homeowner has provided or provides, using any reasonable means of communication, including texts and voice calls that are made from a device deemed an automatic telephone dialing system or using an artificial or prerecorded voice. However, Homeowner may revoke this consent and the consent provided by this Paragraph is not a condition to Homeowner receiving the services provided under this Agreement. Homeowner's execution of this Agreement constitutes express

written consent to the terms of this Paragraph.

6.09 Force Majeure. The failure or delay of either Party's performance of its obligations under this Agreement (other than the obligation to make payments) shall be excused if such failure or delay of performance (including, without limitation, failure or interruption of the production, delivery or acceptance of power) is caused by matters beyond its reasonable control, including, but not limited to, strikes, civil commotion, riots, war, terrorism, revolution, sabotage or destruction by a third party of the System, the binding order or failure to act or rule changes of any governmental authority, including those affecting Local Electric Utility rates or charges, the unavailability of power from the utility grid, power or voltage surge caused by anyone other than Company, and acts of God such as storms, irregular weather, fires, hail, floods, lightning and earthquakes (each, a "**Force Majeure**"). Either Party's duties and obligations shall be suspended for the duration of the Force Majeure; provided, however, that if the suspension shall continue in excess of one hundred and eighty (180) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement with no further obligation, other than as set forth in Section 5.03 or as otherwise expressly set forth in this Agreement.

6.10 Entire Agreement. This Agreement, including the Exhibits and documents referred to therein, contains the Parties' entire agreement regarding the subject matter hereof. There are no unwritten or other agreements regarding this Agreement. Any change to this Agreement must be in writing and signed by both Homeowner and Company. If any provision or portion of this Agreement is determined to be unenforceable, or would render this Agreement unenforceable, such provision shall be removed, and the remaining provisions or portions shall be enforced in accordance with their terms.

6.11 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 3.05 (Solar Access and Easement), Section 3.06 (No Alteration), Section 3.07 (No Removal of System), Section 3.08 (Temporary Removals), Section 4.01 (System), Section 4.02 (Solar Fixtures), Section 4.03 (Ownership Benefits and Renewable Energy Incentives), Section 4.04 (No Liens, No ID Removal), Section 5.04(b) (Remedies for Homeowner Default), Section 5.05(b) (Remedies for Company Default; Release of Homeowner Claims), Section 6.01 (Limitation of Liability), Section 6.02 (No Liability for Builder), Section 6.05 (Governing Law; No Jury Trial), Section 6.06 (Dispute Resolution), Section 6.08 (Notices), Section 6.10 (Entire Agreement); and Section 6.11 (Survival).

6.12 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

6.13 Recordation of Notice of an Independent Solar Energy Producer Contract. Homeowner agrees to and acknowledges a "Notice of an Independent Solar Energy Producer Contract" in the form of Exhibit V as required by California Public Utilities Code Section 2869 will be executed by Company and authorizes Company to record the Notice in the Official Records of the county in which the Premises are located, together with any other document reasonably required by Company or applicable law to effectuate the foregoing.

6.14 No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any such right shall be deemed a waiver of any other right under this Agreement.

6.15 Privacy Policy Notice. Homeowner acknowledges that Homeowner has received and read Company's Privacy Policy set forth on Company's website at the Internet address described on Company's Privacy Policy Notice attached hereto as Exhibit VIII, and Homeowner accepts Company's Privacy Policy. Homeowner further acknowledges that the Privacy Policy is subject to change from time to time as thereafter updated on Company's website.

[Signatures on the following page]

**AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT**

BY MY INITIALS BELOW, I AUTHORIZE SUNNOVA ENERGY CORPORATION, A DELAWARE CORPORATION, ITS FINANCING PARTNERS, SUCCESSORS AND ASSIGNS, AND ANY THIRD-PARTY VENDORS USED BY THE AFOREMENTIONED PARTIES (COLLECTIVELY THE "SOLAR PARTIES"), TO OBTAIN A CONSUMER CREDIT REPORT ON ME. I UNDERSTAND THAT THE SOLAR PARTIES WILL USE MY CONSUMER CREDIT REPORT ONLY TO ANALYZE THE SALE OF CERTAIN RIGHTS TO THE PAYMENTS UNDER THIS AGREEMENT. I CERTIFY THAT ALL INFORMATION I PROVIDE IN CONNECTION WITH CHECKING MY CREDIT WILL BE TRUE AND I UNDERSTAND THIS INFORMATION MUST BE UPDATED UPON REQUEST IF MY FINANCIAL CONDITION CHANGES.

  
HOMEOWNER'S INITIALS

  
COMPANY'S INITIALS

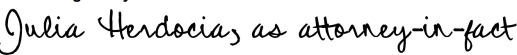
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the first date written above.

**BY SIGNING THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU WILL BE THE OWNER OF THE HOME AT THE ADDRESS LISTED ABOVE AS OF THE CLOSE OF ESCROW AND THAT YOU AND ANY OTHER PERSON SIGNING THIS AGREEMENT UNDER THE HEADING "YOUR SIGNATURE" WILL BE THE ONLY OWNERS OF THIS HOME.**

**COMPANY SIGNATURE:**

By signing below, Company agrees to the terms and conditions of this Agreement.

SUNNOVA ENERGY CORPORATION,  
a Delaware corporation

DocuSigned by:  
  
4E8CB498AF76467...


Name - Julia Herdocia, as attorney-in-fact

Title: AUTHORIZED SIGNATORY

Date Signed: 9/17/2023

**HOMEOWNER SIGNATURE:** HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 15 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES 1 THROUGH 15 OF THIS AGREEMENT AS WELL AS EXHIBITS I - VIII ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT

DocuSigned by:  
  
CA36D0E27903428...  
Name - Ram Swami  
Date 9/16/2023

DocuSigned by:  
  
287E87F4AE8B433...  
Name - Gaytri Swami  
Date 9/16/2023

Name -  
Date

Name -  
Date

**Exhibit I****Sunnova Protect® Platinum Limited Warranty**

to

**Sunnova SunSafe® Solar + Battery Storage Service  
Easy Plan; Equipment Lease**

Per the terms of this Sunnova Protect® Platinum Limited Warranty (the "**Limited Warranty**"), Company, or agents or contractors or subcontractors appointed by Company, shall provide certain warranties for the System you are purchasing from Company. Except as otherwise expressly provided herein, the Limited Warranty begins on the date the PV System is connected to the electrical grid (the "**Interconnection Date**") and shall end 25 years after your first required monthly payment due date under the Sunnova SunSafe® Solar + Battery Storage Service Easy Plan; Equipment Lease (the "**Agreement**") you are entering into with Company (the "**Warranty Term**"). "You" and "your" refer to Buyer.

The System will be located on your Property" or your "Home" and includes all applicable accessories, mounting hardware, and attachments, as described more fully on the Equipment List attached as Exhibit II to the Agreement.

**1. LIMITED WARRANTIES****a. PV System Warranty**

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

**b. Roof Warranty**

If your roof is penetrated during a PV System installation we will warrant roof damage caused by us or our contractors. This roof warranty will begin on the date that PV System installation begins and will run the longer of (a) ten (10) year(s) following the completion of the PV System installation; and (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "**Roof Warranty Period**").

**c. Repair Promise**

During the entire Warranty Term, Company, through its contractors or subcontractors, will honor the PV System Warranty and Battery Warranty and will ensure the repair or replacement of any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), following your submission of a valid claim to us in accordance with this Limited Warranty (the "**Repair Promise**"). If your Home, your belongings, or the Premises are damaged as a direct result of such repairs, Company will repair the damage we cause or pay you for the damage we cause. New or reconditioned parts may be used when making repairs or replacements. Company may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Company's discretion.

**d. Battery Warranty**

The Batteries in your System are covered by a manufacturer's warranty. You agree that upon signing the Agreement, you received the manufacturer's warranty. If the Batteries in the System fail to perform within the levels specified by the manufacturer's warranty, Company will repair the Batteries, seek a replacement under the manufacturer warranty or replace the Batteries at its own cost to ensure the Batteries perform within the manufacturer warranty levels during the Warranty Term. Any replacement or repair under this Section is subject to the circumstances described under Sections 6 and 9 below.

**e. System Operation and Curtailment**

Your PV System and the Batteries are designed to export excess power to your utility. Nonetheless, in the event that you experience a power outage from the utility, your System will not be able to export any power to the utility during the time of the power outage, which could cause curtailment and a loss on the excess energy produced.

**f. Limited Warranty Length**

The warranties in Sections 1 above will start on the Interconnection Date and continue through the entire Warranty Term (subject to Section 9 below).

The Roof Warranty Period may be shorter than the PV System Warranty, as described in Section 1 above.

If this Limited Warranty has been transferred to you, this Limited Warranty will cover you for the remaining balance of the existing Warranty Term.

**g. Power Production Guarantee**

During the entire Warranty Term, Company provides the following Power Production Guarantee:

(i) Company has performed a generation analysis for the PV System installed on your Home to determine your estimated electricity generation (based on, among other things, your particular PV System's design specifications, including the type of panels used, the type of inverters used, and site irradiation measures derived from historical weather data). Based on that analysis, and subject to the terms and conditions set forth below, Company guarantees that during the Warranty Term the PV System will generate at least 95% of that estimated electricity generation during the first year of the Warranty Term, and that performance will not decline by more than 0.5% annually thereafter, as set forth in the table below ("**Guaranteed Annual Production**"):

| <b>YEAR</b> | <b>GUARANTEED ANNUAL PRODUCTION</b> |
|-------------|-------------------------------------|
| 1           | 6322.25                             |
| 2           | 6290.63875                          |
| 3           | 6259.0275                           |
| 4           | 6227.41625                          |
| 5           | 6195.805                            |
| 6           | 6164.19375                          |
| 7           | 6132.5825                           |
| 8           | 6100.97125                          |
| 9           | 6069.36                             |
| 10          | 6037.74875                          |
| 11          | 6006.1375                           |
| 12          | 5974.52625                          |
| 13          | 5942.915                            |
| 14          | 5911.30375                          |
| 15          | 5879.6925                           |
| 16          | 5848.08125                          |
| 17          | 5816.47                             |
| 18          | 5784.85875                          |
| 19          | 5753.2475                           |
| 20          | 5721.63625                          |
| 21          | 5690.025                            |
| 22          | 5658.41375                          |
| 23          | 5626.8025                           |
| 24          | 5595.19125                          |
| 25          | 5563.58                             |

(ii) If at the end of any 12-month period that falls on the anniversary of your first monthly payment, you believe that the actual production generated by the PV System during such 12-month period is less than the Guaranteed Annual Production for such period (as set forth above), you may submit a request to Company, within 30 days of such anniversary, for a review of the PV System's actual performance. If you are in good standing with Company (current on your bills) and Company determines that your Actual Annual Production (defined below) was less than your Guaranteed Annual Production, Company will provide you with a credit calculated as set forth below.

(iii) Within 30 days of its receipt of your request for review, Company will review the actual production of the PV System using the monitoring system to measure and record the AC electricity produced by your PV System in kilowatt hours during the prior 12-month period that ends on the anniversary of your first monthly payment ("**Actual Annual Production**"). In any such period, if the Actual Annual Production is less than the Guaranteed Annual Production for such period, the difference between the Guaranteed Annual Production and the Actual Annual Production for such period shall be referred to as a "**Shortfall.**" If all other conditions set forth herein have been met, you will receive a credit against your next Company invoice equal to a portion of the total annual Lease Payments you made during such 12-month period, determined by multiplying the total annual Lease Payments you made during such period by the ratio

(expressed as a percentage) that such Shortfall bears to the Guaranteed Annual Production for such period of the Shortfall. For example, if the total amount of the Lease Payments you made during such 12-month period is \$600.00, if your Guaranteed Annual Production for such period is 5,000 kWh, and if your Actual Annual Production for such period is 4,800 kWh for a Shortfall of 200 kWh, then your credit will equal \$24.00 ( $\$600.00 \times 4\%$  ( $200 \text{ kWh} \div 5,000 \text{ kWh}$ )).

(iv) If during such review, Company determines that the Actual Annual Production is **greater** than the Guaranteed Annual Production during such 12 month period, any credit or payment from your Local Electric Utility resulting from such surplus energy is yours at no additional cost.

(v) To the extent the data is not available from the monitoring system through no fault of Homeowner, Company will estimate the Actual Annual Production by reasonable means. Homeowner must not have any outstanding unpaid invoices from Company at the time Homeowner requests a review by Company under this Performance Guarantee.

#### **h. General**

When the System is installed, Company will provide you with a link to its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

#### **i. Power Monitor**

During the Warranty Term, we will provide you at no additional cost our Power Monitor service ("**Power Monitor**"). If your PV System is not operating within normal ranges, the Power Monitor will alert us and we will remedy any material issues promptly.

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then we will not be able to monitor the PV System to provide you with your Power Production Guarantee. To continue your Power Production Guarantee under this Limited Warranty (a) you will be required to provide us with annual production information from your inverter; or (b) we, in our sole discretion, will estimate annual production. In connection with any such estimated production by us, we 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 1 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

#### **j. Output Warranty**

The PV System's electrical output during the first ten (10) years of the Warranty Term shall not decrease by more than fifteen percent (15%). This output warranty is in addition to the Power Production Guarantee in Section 1(g) of this Exhibit I and you will be provided a credit for underproduction as set forth in Section 1(g).

#### **k. Claims Process**

You can make a claim by:

- (i) Emailing us at the email address provided to you after installation or at [newhomeservice@sunnova.com](mailto:newhomeservice@sunnova.com);
- (ii) Writing a letter to our mailing address, as identified in the Agreement or provided to you after installation, and sending it overnight mail with a well-known service; or
- (iii) Creating a claim through our online customer portal.

#### **l. Transferable Limited Warranty**

Provider will accept and honor any valid and properly submitted Limited Warranty claim made during the Warranty Term pursuant to this Section 1 by any person who purchases or otherwise acquires the PV System or Battery from you as permitted under the Agreement.

#### **m. Exclusions and Disclaimer; Waiver of Any Cost Savings Warranty**

The warranties and guaranties provided in this Limited Warranty do not apply to any repair, replacement or correction required due to any of the following:

- (i) Someone other than Company or its approved service providers installed, removed, re-installed or repaired the PV System;
- (ii) Destruction or damage to the PV System and/or Battery or their abilities to safely produce and store power not caused by Company or its approved service providers;
- (iii) Your failure to perform, or breach of, your obligations under the Agreement (e.g., you modify or alter the System);

- (iv) Your failure to perform, or breach of, this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, your failure to maintain the PV System as stated in the Solar Operation and Maintenance Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;
- (v) Any Force Majeure Event (as defined in Section 6);
- (vi) Any System failure or lost production not caused by a System or Battery defect (e.g., the PV System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (vii) Theft or vandalism of the System;
- (viii) A power or voltage surge caused by someone other than Company, including a grid supply voltage outside of the standard range specified by the local utility or the PV System specifications or as a result of a local power outage or curtailment; and
- (ix) A change in usage of the Premises or any buildings at or near such Premises that may affect insolation without Company's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights that 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 THIS SECTION 1 ARE THE ONLY EXPRESS WARRANTIES MADE BY COMPANY WITH RESPECT TO THE SYSTEM. COMPANY HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, 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 THE INSTALLATION OF THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**n. Your Additional Obligations**

You grant Company and its employees, agents and contractors the right to reasonably access all the Premises as necessary for the purposes of compliance with this Limited Warranty.

If you want to make any repairs or improvements to the Premises that could interfere with the System, you may only remove and replace the System pursuant to Section 3 of this Limited Warranty.

During the Warranty Term you agree:

- (i) To use the System carefully, keep it in good repair, keep it free from animals and infestation, and use reasonable efforts to avoid damage to the System;
- (ii) Follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;
- (iii) Only to have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (iv) To perform your obligations under this Limited Warranty and not take or fail to take any action that would cause this Limited Warranty to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, or other services available under the Limited Warranty, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;
- (v) Keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;
- (vi) Not to modify your Home or landscaping in any way that shades the PV System;
- (vii) To be responsible for supplying accessible space, and any conditions at your Home that affect operation of the PV System and Battery;
- (viii) To be responsible for the structural integrity of the Home where the System is installed. You agree that we are not responsible for any known or unknown property conditions;
- (ix) To not remove any markings or identification tags on the System;
- (x) To permit Company, after we give you reasonable notice, to inspect the System for proper

operation as we reasonably determine necessary;

(xi) To use the Battery in connection with your PV System primarily for personal, family or household purposes, but not to heat a swimming pool;

(xii) To 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;

(xiii) To not use the System for any unlawful purpose;

(xiv) To notify Company if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;

(xv) To obtain Company's written permission before moving, relocating or altering in any way the System;

(xvi) To not sell, transfer, or lease the System except as permitted under the Agreement, or use it as security for a loan from another creditor;

(xvii) Not to allow any other security interest or lien, other than that permitted under the Agreement, to attach to the System, whether by your action, inaction, or operation of law;

(xviii) To give Company written notice of any third party's claim to the System or any third party's attempt to repossess, foreclose on, or sell the System, or any component of it, promptly after you first discover or have reason to suspect such a third-party claim or attempt;

(xix) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;

(xx) To return signed any documents sent to you by Company for signature within five (5) business days of receiving them.

## **2. COMPANY'S STANDARDS**

For the purpose of this Limited Warranty the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (b) 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.

## **3. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA**

You agree that if (a) the System needs any repairs that are not the responsibility of Company under this Limited Warranty, or (b) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Company, or its approved service providers, at your expense, perform such repairs, removal and reinstallation on a time and materials basis.

You agree that Company, or agents or contractors or subcontractors appointed by Company, are entitled to collect and retain information and data regarding the System including but not limited to data and equipment performance and that Company is entitled to share such information with Company's assignees and agents or contractors. You agree that Company owns all information and data regarding the System that is collected.

You authorize Company to collect, share, and exchange data related to your Battery, your energy usage and/or energy production, your electric bill, operational data about your Battery, and your location data, for purposes of registering and including your battery in programs relating to energy services, operating and improving such programs, and as otherwise permitted by applicable law.

## **4. BATTERIES AND USE OF POWER; RELEASE OF LIABILITY; WAIVER OF CLAIMS**

The System will include one or more Batteries, which will be installed by Company or its contractors. Under normal operating conditions, the installed Battery should pose no danger to you. However, if mishandled or damaged, the installed Battery may become dangerous and could pose dangers related, but not limited to fire hazards, high-voltage hazards, and mechanical damage. Please consult your Battery manufacturer's warranty materials for handling and operation information. You agree to release and not hold Company liable for any loss from Battery mishandling or damage you cause.

### **(i) Remote Management and Discharge**

You agree that Company shall have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the Battery, at any time and in its sole discretion and without notice, for the purposes of increasing your energy savings, preparing you for potential grid outage situations and for your participation in third-party programs (including, but not limited to utility or grid programs), or otherwise participating in the management of electricity in your service area. Should Company change the mode of the Battery (to discharge or reserve), you will benefit either through direct use of the energy

discharged or reserved, or through the receipt of a net metering credit, as applicable in your utility district. Company further agrees that should it remotely discharge the Battery, it will not cause any undue strain on or alter the warranty for the Battery, and in these programs managed by Company, Company will maintain a reserve of no less than a 20% charge in the Battery following such discharge in coordination with a third-party program.

You acknowledge and agree that Company may receive compensation as a result of your participation in an energy management program including, but not limited to load shifting, capacity, voltage management, or any other use of the Battery energy within the parameters defined above. You further acknowledge that you hereby waive any and all claims to further compensation from Company or any third party. Notwithstanding the prior sentence, Company from time to time may offer additional opportunities for customer participation in third-party programs subject to a separate agreement, and you may be eligible to receive compensation from Company in connection with such programs.

## 5. BACKUP POWER; RELEASE OF LIABILITY

Your System will provide limited backup power in the event of a utility outage. Company may direct for the use or export within certain limited circumstances, described above, of up to 80% of the stored energy from the Battery. You acknowledge and agree that only the energy in the Battery, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by the solar system during that outage. Company provides no guarantee or warranty that Battery backup capacity will be available without interruption during every power outage. You agree that Company will not be liable in the event the Battery fails to provide backup power and Company disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery to provide backup power arising out of Company's gross negligence or willful misconduct. **DO NOT DEPEND ON BATTERY BACKUP 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.**

## 6. FORCE MAJEURE

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

- a. Company, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Company's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (e.g., when a Force Majeure Event is over, we will make repairs); and
- c. No Company obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is 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 Company'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; pandemic; 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); 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 Company's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Company including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Company or under its control.

In certain circumstances, where the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Agreement may be suspended in Company's sole discretion, during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement may be extended for a period of time equivalent to the time lost due to such Force Majeure conditions. **For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined below.**

## 7. LIMITATIONS ON LIABILITY

### a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL COMPANY OR ITS AGENTS OR CONTRACTORS 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 OR EXCLUSION MAY NOT APPLY TO YOU.

### b. Limitation of Duration of Implied Warranties

IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES 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, Company's total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and Premises shall in no event exceed five hundred thousand dollars (\$500,000).

**8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

Company may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Company'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 owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases or otherwise acquires the System from you, to the extent allowed under the Agreement.

**9. EARLY TERMINATION**

Notwithstanding any other provision of this Limited Warranty, this Limited Warranty shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of you, your agents, contractors (other than Company), or your or their representatives (a "**Total Loss**").

**Exhibit II**

**A. PV SYSTEM COMPONENTS**

- o Photovoltaic roof tiles, modular solar energy panels or laminates ("**Solar Array**")
- o Racking system rails
- o Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- o 'L' bracket from "standoff" risers
- o Junction boxes if attached to racking
- o Trunk cables and other roof-top electrical wiring
- o All related hardware and a solar energy monitoring system which may require Homeowner to have an internet connection and a router with an available port, or the Home must be located in an area with cellular service that is reasonably acceptable to Company

**B. PV SYSTEM FIXTURES**

- o Roof top junction boxes if attached to roof
- o All rough electrical conductors below roof line
- o "Standoff" risers
- o Electrical conduits into attic

**C. BATTERY SYSTEM COMPONENTS**

- o Battery cabinet containing the Battery and Battery electronics
- o Battery control panel (which may also be called a "gateway" or "transfer switch") serving as the primary hub connecting the PV System, Home and Battery, and containing smart controls to manage energy flow and monitoring equipment
- o Battery

**D. BATTERY FIXTURES**

- o Battery backed-up loads panel (which may also be called the "critical loads panel") containing all breakers for loads that can be powered by the Battery
- o Battery wiring inside the Home wall cavities, connecting Battery fixtures and System Components

**Exhibit III**

**Form of Easement**

|  |  |
|--|--|
| <p><b>RECORDING REQUESTED BY:</b><br/>Lennar Title</p> <p><b>AND WHEN RECORDED RETURN TO:</b></p> <p>Lennar Homes of California, LLC, a California limited liability company<br/>Attn: _____<br/>980 Montecito Drive Suite #302<br/>Corona, CA 92879</p> |  |
|--|--|

This is a conveyance of an easement and the consideration is less than \$100.00, R&T 11911

(Space above this line for Recorder's use.

**GRANT OF EASEMENTS  
FOR  
SOLAR ENERGY EQUIPMENT**

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("**Grant**") is made as of 9/16/2023, by Lennar Homes of California, LLC, a California limited liability company, a \_\_\_\_\_ ("**Builder**") for the benefit of Sunnova Energy Corporation, a Delaware corporation ("**Grantee**"), with regard to the real property ("**Property**") described on **Exhibit A** attached to and incorporated in this Grant, which Property is owned by Builder as of the date of this Grant,. The Property consists of multiple Separate Interests (whether each is a single-family lot or a detached condominium unit; each a "**Lot**"), each of which is or will be improved with a residence including an attached or detached garage (each, a "**Home**"). Builder and each successive owner of the Property are referred to collectively as "**Grantors**" and individually as "**Grantor**" in this Grant.

1. **Equipment Defined.** There has previously been installed, or there will hereafter be installed, on some or all of the Homes within the Property, a rooftop solar electric energy generating system ("**PV System**") and a system to store the generated energy ("**Battery System**"), that together are designed to deliver electric power to the Home and which may include, without limitation, the following components:

| PV System Components  | Battery System Components  |
|---|--|
| <ul style="list-style-type: none"> <li>o photovoltaic roof tiles, modular solar energy panels or laminates, ("<b>Solar Array</b>")</li> <li>o racking system rails,</li> <li>o inverters or module-level power electronics (including micro-inverters) that convert generated DC electricity to AC electricity,</li> <li>o 'L' brackets from "standoff" risers,</li> <li>o junction boxes if attached to racking,</li> <li>o trunk cables and other roof-top electrical wiring, and</li> <li>o all related hardware, and a solar energy monitoring system.</li> </ul> | <ul style="list-style-type: none"> <li>o battery cabinet containing the battery and battery electronics,</li> <li>o battery control panel (also called a "gateway" or "transfer switch) serving as the primary hub connecting the Home to the PV System and Battery System, and containing smart controls to manage energy flow and monitoring equipment, and</li> <li>o battery.</li> </ul> |

The components of the PV System and the Battery System are collectively referred to in this Grant as the "**Equipment**". The Equipment shall not include: roof top junction boxes attached to roof, all rough electrical conductors below roof line, "standoff" risers, electrical conduits into the attic, battery backed-up loads panel containing breakers for loads that can be powered by the battery, and battery wiring inside the Home wall cavities, all of which are fixtures to the Home and shall be owned by Grantor. Installation and operation of the Equipment is consistent with public policies that encourage solar energy systems as a reliable, alternative source of clean and renewable energy.

2. **Grant of Non-Exclusive Easement.** For valuable consideration, the receipt and sufficiency of which are acknowledged, Builder now grants to Grantee non-exclusive easements in gross and rights-of-way over and within each of the Homes and Lots within the Property, including all air rights within that volume of space above the Property, as necessary for purposes of designing, laying-out, installing, accessing, operating, inspecting, maintaining, repairing, replacing, improving, expanding (provided such expansion is approved by Grantor) and removing the Equipment installed on and within each Home, together with the right to transfer all or a portion of the same easements in gross and rights-of-way by easement deed to successors, all as more particularly described herein.

3. **Shading Restrictions.** Grantor shall not permit any trees, other landscaping, structures or other objects (each, an "**Obstruction**") to be installed or maintained within the Property that cause any shading of a Solar Array. Further, Grantor shall not permit the planting of any tree or other landscape Obstruction that, at its generally-accepted mature height, will likely cause any shading of a Solar Array. Because of the prohibition against the shading of Solar Arrays and the dimensions of the Homes and Lots, the Lots in the Property may not be large enough to accommodate (i) the planting of medium or large trees in any yards of the Lots within the Property, (ii)

the construction of upper-floor additions or roof-top structures on the Homes, and (iii) the growth of some trees to mature height on the Lots. Further, all Lots in the Property and all real property in the vicinity of the Property may not be subject to a prohibition against shading Solar Arrays, which means that any Solar Array could be compromised by a nearby Obstruction, rendering such Solar Array ineffective or less effective.

4. **Easement Rights.** The easements and rights-of-way granted to Grantee under this Grant include, without limitation:

(a) **Access.** An access easement and right-of-way over, above and across the Lots and the Property, and on and within each Home now or hereafter constructed thereon, as Grantee reasonably determines is necessary for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant;

(b) **Installation and Removal.** An easement and right-of-way to use such portion of each Home as Grantee reasonably determines is necessary or desirable for the design, layout, installation, preservation, operation, maintenance, testing, inspection, repair, replacement, improvement, expansion (provided such expansion is approved by Grantor) and removal of Solar Arrays and other Equipment, together with the right to make such penetrations in each Home as are necessary or desirable in connection with the exercise of such easement rights;

(c) **Interconnection.** An easement to design, layout, install, preserve, operate, maintain, test, inspect, repair, replace, improve, expand (provided such expansion is approved by Grantor) and remove such wires, conduits and other equipment and appurtenances (in each case to the extent that the same constitute Equipment) as are necessary or desirable to connect the various components of the Equipment to each other, and to connect the Equipment to (i) the point(s) on each Home or Lot where the electrical energy is to be delivered to the electric grid operated by the local utility under interconnection agreements with such utility, or other energy purchaser under any other agreement or arrangement with such other party, (ii) the electrical system of each Home, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Home and Lot, and to make such penetrations into each Home, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

(d) **Elimination of Shading.** An easement to eliminate the shading of any Solar Array as set forth herein. If Grantor's use or maintenance of a Lot or the Property results in the shading of a Solar Array, Grantee may give notice to Grantor and if Grantor fails to cure the violation within thirty (30) days after receipt of such notice, Grantee may then give notice to Grantor of Grantee's intention to enter a Lot or the Property for the purpose of curing such shading ("**Entry Notice**"). Entry Notice must be given not less than seventy-two (72) hours before such entry. Commencing at the expiration of such time, Grantee is granted the right to enter upon a Lot or the Property during normal business days and hours, for the purpose of taking reasonable steps to cure any violation of the shading restrictions set forth herein, including, without limitation, the trimming of trees, shrubs, vines, ivy or other vegetation affecting each Home or Lot, and as expressly granted to Grantee in any other applicable Solar Agreement (described below). Grantee shall have the right to recover from Grantor Grantee's actual costs to enforce the shading restrictions and to cure such violation.

5. **Assignment of Easement Rights.** Without in any way limiting the foregoing, this Grant shall also authorize and permit Grantee, from time to time and for a limited time, to assign by license, deed of trust, lease, contract or other writing, to its affiliates, lenders, mortgagees, contractors, subcontractors, lessees, agents and designees, a right to exercise any or all of the easements rights and obligations granted to Grantee under this Grant. Such assignment may be memorialized by an instrument recorded over the Property in the public records of the County in which the Property is located.

6. **Grantor Use.** Builder reserves to itself and to each successor Grantor the right to use such portions of the rooftop and other portions of each Home, as originally designed by Builder, as are necessary and appropriate for utility and other installations and equipment to serve a Home; provided, however, that Grantor may not use or occupy the rooftop and other parts of the Home in any manner that interferes with or obstructs (i) Grantee's use of the Home for Grantee's Equipment (for example, shading of Solar Arrays) or (ii) Grantee's exercise of any of its other rights granted under this Grant, or under any applicable Solar Agreement (below).

7. **Grantee Use and Indemnity.** Regarding the exercise of Grantee's rights of access to the Lots and Homes of the Property in the performance of Grantee's rights and obligations under this Grant, Grantee covenants and agrees that it shall indemnify and hold harmless individual Grantors, as applicable, who suffer damage to property, injury to persons or other loss or liability, in each case to the extent caused by the negligence or willful misconduct of Grantee in entering the Lot or Home. Further, as to each Lot and Home within the Property that Grantee reasonably determines is necessary to enter, Grantee shall give to the Lot owner notice of any such planned entry, that is received not less than twenty-four (24) hours prior to such entry, (a) by written instrument delivered to the affected Lot, by U.S. Mail, delivery service or personal delivery (with door posting if no recipient responds to personal delivery), or (b) by telephonic or internet communication to the recipient's last known phone number or internet address; provided that less than twenty-four (24) hours' notice may be given to the Lot owner in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

8. **Effect of Solar Agreement.** If Grantee has entered into, or hereafter enters into, a power purchase agreement, lease or similar agreement for the Equipment (each, a "**Solar Agreement**") with Grantor, then during such time as any Solar Agreements remain in force and effect, Grantee and Grantor shall exercise their respective rights under this Grant in a manner that is consistent with the provisions of such Solar Agreements (whether or not such Solar Agreements are recorded in the public records).

9. **Termination of Easement.**

(a) Termination and Release. This Grant will remain in effect for each Lot within the Property until the date that either (i) ownership of all of the Equipment installed on or within the Home on a Lot is conveyed by Grantee to Grantor, as evidenced by a written instrument executed by Grantee implementing such conveyance, or (ii) any Solar Agreement affecting the Lot is terminated, the Equipment installed on or within the Home is permanently removed from the Lot by Grantee or by permission of Grantee, and Grantee confirms in writing to Lot owner that such removal is permanent. Upon written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to any Lot, prepare and record against the Lot an instrument terminating this Grant as a matter of record. If at the termination of this Grant, Grantee is no longer qualified to do business in California by the California Secretary of State, and has failed to assign to others (as a matter of record) its rights and obligations under this Grant as authorized in Section 5 above, then at the expiration of said sixty (60) day period, this Grant shall be deemed to be forever released from the Property as a matter of record.

(b) Removal, Disposal and Restoration. At the termination of a Solar Agreement for a Lot, Grantee shall perform such work of removal and disposal of the Equipment from the subject Home, and such work of restoration of the affected portion of the roof of the Home, as Grantee is obligated to perform under the terms of the applicable Solar Agreement, following Grantee's receipt of written notice from Grantor (the owner of the subject Lot) requesting the performance of such work and advising of the proposed date(s) for said work. Within ten (10) calendar days after its receipt of such written notice, Grantee shall respond to Grantor in writing by either (a) confirming to Grantor the date that Grantee will perform such work, or (b) advising Grantor that Grantee elects not to perform such work, that Grantor may engage others to do such work at Grantee's cost, and that Grantee assigns to Grantor all its interest in the roof-top Equipment. Grantee's failure to timely respond to Grantor's written notice shall automatically entitle Grantor to engage others to perform such work of removal, disposal and restoration, at Grantee's cost. If Grantee fails to perform such removal, disposal and restoration, or to reimburse Grantor for its cost, Grantor may exercise any of its rights and remedies under applicable law, regulation, contract or covenant.

**10. Ownership of Equipment.** Grantor hereby acknowledges, agrees and certifies that, notwithstanding the fact that the Equipment may now or hereafter be attached to the Homes on the Lots in the Property, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and shall not be a part of any Home or a fixture of the real estate or a permanent assession to the fee interest in the real estate, and as between Grantor and Grantee (except as otherwise provided in any applicable Solar Agreement with Grantor) Grantee shall be the exclusive owner of: (i) the energy generated by the Equipment; (ii) any related environmental attributes (including, but not limited to, tax credits, offsets, allowances, certificates and other rights attributed to or allocable to the System or energy produced thereby); however, notwithstanding the foregoing, incentives provided by the Local Electric Utility solely to its customers are not owned by Grantee unless assigned by Grantor to Grantee); and (iii) related renewable energy incentives (including, but not limited to, production or investment tax credits, renewable energy credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

**11. Other Interests and Rights in Equipment.**

(a) Limitation on Grantor Interests and Rights. So long as Grantee remains the owner of the Equipment, Grantor does not, and shall not, have any ownership or other interest in the Equipment, or any right to grant any lien, mortgage or other security interest that encumbers the Equipment regardless of any manner by which the Equipment or any portion thereof may now or hereafter be attached to a Home. Grantor further acknowledges and agrees that the Equipment may not, and shall not, be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor or any agent of Grantor (whether with the fee or leasehold interest in the Lot, or otherwise). Grantor shall cooperate with commercially reasonable efforts of Grantee to place all interested parties on notice that the Equipment is the personal property of Grantee and not a fixture of any Home or Lot, and of the existence of any security interest therein or lien thereon in favor of any lender or mortgagee of Grantee, in each case as necessary and appropriate to avoid confusion or adverse claims.

(b) Grantee Interests and Rights. Grantee shall have the right to record in the public records of the County, and/or file with the California Secretary of State, a Uniform Commercial Code (UCC) Statement that provides a legal description of the Property or Lot, and discloses to all interested parties that the Equipment is the personal property of Grantee and not a fixture of the Home or Lot. Grantee may remove all or any portion of the Equipment at any time and from time to time, without the consent of Grantor, subject to the terms of any applicable Solar Agreement in effect at the time of such removal.

(c) Grantor Indemnity of Grantee. Grantor shall indemnify, defend and hold harmless Grantee against all losses, claims, costs and expenses (including attorneys' fees) incurred by Grantee in obtaining the release and discharge of any lien (including mechanics' liens), encumbrance, pledge, levy or attachment on or with respect to the Equipment or the easements granted by this Grant arising by, under or through Grantor or any agent of Grantor.

(d) Grantor Lien Waiver. Without limiting the generality of the foregoing, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Equipment, any portion thereof, or any energy, revenues or proceeds derived therefrom.

(e) Mortgagees in Possession. Notwithstanding anything to the contrary contained herein or in any Solar Agreement, in the event foreclosure of any Lot is threatened or occurs, and both (i) ownership of such Lot is transferred to a lender or mortgagee or any other person or entity exercising the rights of a "mortgagee in possession" of such Lot (a "MIP"), and (ii) any Solar Agreement relating to such Lot ("**Prior Solar Agreement**") is terminated, whether by operation of law, in accordance with the Solar Agreement or this

Grant or otherwise, then at the written request of the MIP or a subsequent purchaser of the Lot from the MIP, Grantee shall enter into a Solar Agreement relating to such Lot with such MIP or subsequent purchaser of the Lot on terms and conditions no less favorable to the owner of the Lot as those contained in the Prior Solar Agreement, including but not limited to the right to lease the Equipment or purchase electrical energy, as applicable, and to transfer the new Solar Agreement to any purchaser of the Lot on the same terms and conditions.

12. **Subordination.** Nothing in this Grant or any breach of this Grant renders invalid the lien of any beneficiary under any recorded mortgage or deed of trust encumbering the Property, made in good faith and for value, that encumbers or conveys any portion of the Property to secure performance of an obligation; provided, however, that the rights, obligations, covenants, conditions, restrictions and easements hereunder are prior to, and shall survive the foreclosure of, any lien placed upon all or any portion of the Property, including the lien of any mortgage or deed of trust. The Equipment shall not be subject to any lien or mortgage encumbering the Property or a Lot so long as Grantee remains the owner of the Equipment.

13. **Binding Effect; Assignment.** This Grant is binding upon Grantor and Grantee and their respective successors and assigns, and shall encumber and burden the Lots and the Property, run with the land, survive any transfer of the Lots and the Property, be enforceable against successive owners, mortgagees and other encumbrancers of Lots and the Property, and inure to the benefit of Grantee's successors and assigns. In furtherance thereof and as described above, "Grantor" shall include, as appropriate, the successive owners of the Lots in the Property from time to time, and "Grantee" shall include, as appropriate, the successors and assigns of the rights of Grantee hereunder from time to time. The rights of Grantee under this Grant may, from time to time, be assigned, transferred, mortgaged, hypothecated and otherwise encumbered by Grantee, in whole or in part, in each case without the consent of Grantor.

14. **Obligations and Liabilities.** The obligations and liabilities of the Grantors hereunder shall apply only with respect to the period during which each Grantor owns an interest in any Lot in the Property. When a Grantor ceases to own an interest in a Lot or the Property, the obligations and liabilities thereafter accruing (but not any accrued and unperformed obligations and liabilities) shall be the obligations and liabilities of the successor, transferee or assign in ownership or interest of such Grantor. The transferring Grantor, however, shall remain liable for all accrued and unperformed obligations and liabilities.

15. **Notice.** Notices to be given under this Grant to Grantor or to Grantee must be in writing and must be delivered by U.S. mail, certified with return receipt requested, to the mailing address of the respective entity that is then on file with the California Secretary of State. Notices properly addressed and with sufficient postage will be deemed delivered five (5) days after mailing.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT]

**GRANTOR:**

\_\_\_\_\_,  
[BUILDER],

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

[SIGNATURE PAGE TO GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT]

**GRANTEE:**

Sunnova Energy Corporation,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing was acknowledged before me by means of  [X]  physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ by \_\_\_\_\_, as Authorized Signatory of Sunnova Energy Corporation, a Delaware corporation, who is personally known to me or produced \_\_\_\_\_ for identification.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**to**  
**Grant of Easements for Solar Energy Equipment**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the [City of \_\_\_\_\_,] County of \_\_\_\_\_, California, described as follows (the "**Property**"):

*[Use if single-family lots]*

Lots \_\_\_\_ of Tract No. \_\_\_\_\_ as shown on a Subdivision Map filed in Book \_\_\_\_\_, at Pages \_\_\_\_ through \_\_\_\_, of Maps, in the Office of the \_\_\_\_\_ County Recorder, California.

*[Use if detached condominium units]*

Units \_\_\_\_\_ as shown on the Condominium Plan for \_\_\_\_\_, recorded on \_\_\_\_\_, \_\_\_\_\_, as Document No. \_\_\_\_\_, of Official Records of said County, California, consisting of all or a portion of Lot \_\_\_\_ of Tract No. \_\_\_\_\_, as shown on a Map filed in Book \_\_\_\_ of Maps, at Pages \_\_\_\_\_ through \_\_\_\_\_, in the Office of the Recorder of said County, California.

[TO BE USED FOR DEEDS OF TRUST IF APPLICABLE]

**SUBORDINATION**

The undersigned, as Beneficiary of the beneficial interest under the Deed of Trust among \_\_\_\_\_, as Trustor,  
 \_\_\_\_\_, as Trustee,  
 and \_\_\_\_\_, as  
 Beneficiary,  
 recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Official Records of  
 \_\_\_\_\_ County, California (the "Deed of Trust"), subordinates the Deed of Trust and its  
 beneficial interest thereunder to the foregoing Grant of Easement for Solar Energy Equipment, amended or restated  
 (the "Solar Easement"). By executing this Subordination, the undersigned agrees that if the undersigned acquires  
 title to all or any portion of the defined Property by foreclosure (whether judicial or non-judicial), deed-in-lieu of  
 foreclosure or any other remedy in or relating to the Deed of Trust, Beneficiary will acquire title subject to the  
 provisions of the Solar Easement, which shall remain in effect.

Dated: \_\_\_\_\_, \_\_\_\_\_,  
 a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NOTARIAL ACKNOWLEDGMENT ON NEXT PAGE]

[NOTARIAL ACKNOWLEDGMENT TO SUBORDINATION]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**Exhibit IV**

**System Purchase Price Calculation**

To the extent provided in the Agreement, including, without limitation, Sections 5.01 and 5.02, then Homeowner shall pay to Company the System Purchase Price, calculated as the Fair Market Value of the System Components, depreciated on a straight-line basis over the life of the System Components as follows:

Each year of the Term after the first year, the Fair Market Value of the System Components for such year shall be equal to:

The prior year's Fair Market Value of the System Components - [The Original Fair Market Value of the System Components/ Useful Life of the System Components]

Where:

The Original Fair Market Value of the System Components = Size of the System (in DC Watts) x Fair Market Value per Watt + Original Fair Market Value of Battery.

The Useful Life of the System Components = 35 years

**The Original Fair Market Value of the System Components that are the subject of this Agreement (based on a \$28,175.00 Fair Market Value per watt) is:**

$$**4050 DC watts x $6.96/watt + $14,000.00 = $42,188.00**$$

Assuming the Original Fair Market Value set forth above, the System Purchase Price each year of the Term shall be as follows:

| <u>Year of the Term</u> | <u>System Purchase Price*</u> | <u>Year of the Term</u> | <u>System Purchase Price*</u> |
|-------------------------|-------------------------------|-------------------------|-------------------------------|
| 1                       | \$28,175.00                   | 14                      | \$15,966.00                   |
| 2                       | \$27,236.00                   | 15                      | \$15,027.00                   |
| 3                       | \$26,297.00                   | 16                      | \$14,088.00                   |
| 4                       | \$25,358.00                   | 17                      | \$13,148.00                   |
| 5                       | \$24,418.00                   | 18                      | \$12,209.00                   |
| 6                       | \$23,479.00                   | 19                      | \$11,270.00                   |
| 7                       | \$22,540.00                   | 20                      | \$10,331.00                   |
| 8                       | \$21,601.00                   | 21                      | \$9,392.00                    |
| 9                       | \$20,662.00                   | 22                      | \$8,453.00                    |
| 10                      | \$19,723.00                   | 23                      | \$7,513.00                    |
| 11                      | \$18,783.00                   | 24                      | \$6,574.00                    |
| 12                      | \$17,844.00                   | 25                      | \$5,635.00                    |
| 13                      | \$16,905.00                   |                         |                               |

**\*Includes sales tax**

Exhibit V

Form of Notice of an Independent Solar Energy Producer Contract

Recording Requested By and  
When Recorded Mail to:

Lennar Title

Attn: Renee Cassidy

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NOTICE OF AN INDEPENDENT  
SOLAR ENERGY PRODUCER CONTRACT**

(Recorded pursuant to California Public Utilities Code Section 2869(b))

**THIS REAL PROPERTY IS RECEIVING PART OF ITS ELECTRIC SERVICE FROM AN INDEPENDENT SOLAR ENERGY PRODUCER THAT HAS RETAINED OWNERSHIP OF A SOLAR ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE REAL PROPERTY. THE INDEPENDENT SOLAR ENERGY PRODUCER PROVIDES ELECTRIC SERVICE TO THE CURRENT OWNER OF THIS REAL PROPERTY THROUGH A LONG-TERM CONTRACT FOR ELECTRIC SERVICE. THE INDEPENDENT SOLAR ENERGY PRODUCER IS REQUIRED TO PROVIDE A COPY OF THE CONTRACT TO A PROSPECTIVE BUYER OF THE REAL PROPERTY WITHIN TEN (10) DAYS OF THE RECEIPT OF A WRITTEN REQUEST FROM THE CURRENT OWNER OF THIS REAL PROPERTY.**

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT ("**Notice**"), dated as of \_\_\_\_\_, 20\_\_\_\_, is executed by Sunnova Energy Corporation, a Delaware corporation ("**Company**").

1. This Notice pertains to real property ("**Served Property**") that is or will be owned by Ram Swami, Gaytri Swami ("**Homeowner**"). The address of the Served Property is 1948 Earp Way, Hemet, CA 92545. The Served Property is described on **Exhibit "A"** attached hereto.
2. The Assessor's Parcel Number of the Served Property is: \_\_\_\_\_.
3. Company is an Independent Solar Energy Producer who may be contacted at:

|            |                                   |
|------------|-----------------------------------|
| Name:      | Sunnova Energy Corporation        |
| Address:   | P.O. Box 56229, Houston, TX 77256 |
| Telephone: | (281) 985-9900                    |

4. Company owns and holds title to the solar energy system component parts as more fully described in **Exhibit "B"** attached hereto ("**System Components**") that collectively compose both a rooftop solar energy generating system ("**PV System**") and a system to store the generated energy ("**Battery System**"), installed on and within the Home on the Served Property. Company and Homeowner have entered into a Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease dated \_\_\_\_\_, 20\_\_ ("**Agreement**") that provides, among other things, for the lease of the System Components to Homeowner by Company, in consideration for which Homeowner agrees to make monthly lease payments to Company. All capitalized terms not otherwise defined herein shall have the same meanings given such terms in the Agreement. Any credits due Homeowner from the Local Electric Utility or charges owed by Homeowner to the Local Electric Utility will only appear on the Homeowner's bill from the Local Electric Utility. The term of the Agreement is twenty-five (25) years from the later of the Placed in Service Date or the Close of Escrow date (unless terminated earlier pursuant to the terms of the Agreement or extended by mutual agreement of Homeowner and Company).

5. Upon the occurrence of a default by Company under the Agreement, Homeowner may (a) terminate the Agreement and request removal of the System Components by Company, or (b) exercise any other remedies available at law or equity.

6. Upon the occurrence of default by Homeowner under the Agreement, Company may do any one or more of the following: (a) suspend its performance under the Agreement until the default has been cured, (b) leave the System Components on and within the Home but sell the generated electricity to a third party, if permitted by law, (c) exercise any other remedies available at law or equity, and/or (d) recover the remaining payments due under the Agreement, *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner's Event of Default, *less* any amounts Company recovers or reasonably expects to recover from any Third Party Sales (if applicable).

7. If Homeowner sells the Served Property, Homeowner must either:

- a. Purchase the System Components, or have the buyer of the Served Property purchase the System Components, at the price set forth in Exhibit IV to the Agreement, and then include the System Components with the sale of the Served Property; or

b. Enter into an agreement with the buyer of the Served Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement. Otherwise, Homeowner will remain responsible for Homeowner's obligations under the Agreement.

8. Notwithstanding anything to the contrary contained herein or in any agreement, in the event that (a) the Served Property is owned by any person or entity exercising the rights of a "mortgagee in possession" of the Served Property ("**MIP**"), and (b) the Agreement is terminated, whether by operation of law, in accordance with the Agreement or otherwise, then at the written request of the MIP or a subsequent purchaser of the Served Property from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Served Property on terms and conditions no less favorable to the owner of the Served Property as those contained in the existing Agreement, including but not limited to, the right to lease the System Components and to transfer the Agreement to any purchaser of the Served Property on the same terms and conditions.

9. Under the Agreement, Homeowner has agreed to and acknowledged this Notice and authorized Company to record this Notice in the Official Records of the County in which the Served Property is located.

10. This Notice is a Notice of an Independent Solar Energy Producer Contract and is subject to all of the terms, covenants and conditions provided in the unrecorded Agreement and in no way modifies the provisions of the Agreement. If the terms of this Notice are inconsistent with the terms of the Agreement, the terms of the Agreement shall prevail.

11. The parties acknowledge and agree that the System Components constitute the personal property of Company, including, without limitation, under Article 9 of the Uniform Commercial Code of California.

12. Pursuant to California Public Utilities Code Section 2869(c), this Notice does not constitute a title defect, lien or encumbrance against the real property. In the time and manner required by law, the Independent Solar Energy Producer shall record a document extinguishing this Notice if the Agreement is voided, terminated, assigned or transferred.

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT]

**COMPANY:**

SUNNOVA ENERGY CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing was acknowledged before me by means of   [X]   physical presence or        online notarization, this  
\_\_\_\_\_ by \_\_\_\_\_, as Authorized Signatory of  
Sunova Energy Corporation, a Delaware corporation, who is personally known to me or produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

Real property described as follows:

1948 Earp Way, Hemet, CA 92545

**EXHIBIT "B"**

**SYSTEM COMPONENTS**

**PV SYSTEM COMPONENTS**

- o Photovoltaic roof tiles, modular solar energy panels or laminates ("**Solar Array**")
- o Racking system rails
- o Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- o 'L' bracket and "standoff" risers
- o Junction boxes if attached to racking
- o Trunk cables and other roof-top electrical wiring
- o All related hardware and a solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port, or the Property must be located in an area with cellular service that is reasonably acceptable to Company)

**BATTERY SYSTEM COMPONENTS**

- o Battery cabinet containing the Battery and Battery electronics
- o Battery control panel (which may be called a "gateway" or "transfer switch") serving as the primary hub connecting the PV System, Home, and Battery, and containing smart controls to manage energy flow and monitoring equipment
- o Battery

**Exhibit VI**

**Form of UCC-1 Financing Statement**



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|  |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional)   |
| B. E-MAIL CONTACT AT FILER (optional)  |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)<br>Sunnova TE Management, LLC<br>5201 Blue Lagoon Drive, Suite 978<br>8th Floor<br>Miami, FL 33126 |

**Print**

**Reset**

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|                         |                          |                     |                               |         |
|-------------------------|--------------------------|---------------------|-------------------------------|---------|
| 1a. ORGANIZATION'S NAME |                          |                     |                               |         |
| OR                      | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX  |
| 1c. MAILING ADDRESS     | CITY                     | STATE               | POSTAL CODE                   | COUNTRY |

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|                         |                          |                     |                               |         |
|-------------------------|--------------------------|---------------------|-------------------------------|---------|
| 2a. ORGANIZATION'S NAME |                          |                     |                               |         |
| OR                      | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX  |
| 2c. MAILING ADDRESS     | CITY                     | STATE               | POSTAL CODE                   | COUNTRY |

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

|  |                          |                     |                               |                |
|--|--------------------------|---------------------|-------------------------------|----------------|
| 3a. ORGANIZATION'S NAME<br>Sunnova TE Management, LLC    |                          |                     |                               |                |
| OR   | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX         |
| 3c. MAILING ADDRESS<br>5201 Blue Lagoon Drive, Suite 978 | CITY<br>Miami            | STATE<br>FL         | POSTAL CODE<br>33126          | COUNTRY<br>USA |

4. **COLLATERAL:** This financing statement covers the following collateral:

This Financing Statement covers the following property: That certain photo-voltaic solar electric generation system (the "PV System") installed on behalf of the Secured Party at the address of the Debtor set forth above. The filing of this financing statement shall not, and shall not be deemed in any way to, imply that the PV System is a fixture, as it is the express intent of the Secured Party and Debtor that the PV System be deemed to not be a fixture under applicable law, nor to create any relationship between the Secured Party and the Debtor other than that created by that certain Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease, dated as of \_\_\_\_\_ between Secured Party and Debtor (as the same may have been amended, restated or otherwise modified from time to time). Accordingly, this financing statement has been filed as a precaution solely to give notice to all persons that the PV System is owned by the Secured Party and that the Debtor has no ownership interest therein and that the PV System is not a fixture.

APN:

|   |  |
|---|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative               |  |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility                      |  |
| 6b. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing  |  |
| 7. ALTERNATIVE DESIGNATION (if applicable) <input checked="" type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor |  |
| 8. OPTIONAL FILER REFERENCE DATA:<br>COST CENTER  |  |

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

**9. NAME OF FIRST DEBTOR:** Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

|                               |        |
|-------------------------------|--------|
| 9a. ORGANIZATION'S NAME       |        |
|                               |        |
| OR                            |        |
| 9b. INDIVIDUAL'S SURNAME      |        |
| FIRST PERSONAL NAME           |        |
| ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

**Print**

**Reset**

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**10. DEBTOR'S NAME** Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

|  |      |       |             |         |
|--|------|-------|-------------|---------|
| 10a. ORGANIZATION'S NAME                   |      |       |             |         |
| OR   |      |       |             |         |
| 10b. INDIVIDUAL'S SURNAME                  |      |       |             |         |
| INDIVIDUAL'S FIRST PERSONAL NAME           |      |       |             |         |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) |      |       |             | SUFFIX  |
| 10c. MAILING ADDRESS                       | CITY | STATE | POSTAL CODE | COUNTRY |

**11.**  **ADDITIONAL SECURED PARTY'S NAME** or  **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

|                           |                     |                               |             |         |
|---------------------------|---------------------|-------------------------------|-------------|---------|
| 11a. ORGANIZATION'S NAME  |                     |                               |             |         |
| OR                        |                     |                               |             |         |
| 11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |         |
| 11c. MAILING ADDRESS      | CITY                | STATE                         | POSTAL CODE | COUNTRY |

**12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)**

**13.**  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

**14.** This FINANCING STATEMENT:  
 covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

**15.** Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

**16.** Description of real estate:  
 See Attached Exhibit "A"

**17. MISCELLANEOUS:**

**Exhibit VII****Dispute Resolution Procedure**

For any disputes arising out of this Agreement that involve the Builder as well as the Parties, the Parties hereby agree to abide by the dispute resolution procedures set forth in the Home Purchase Agreement between Homeowner and Builder.

For all other disputes between the Parties arising out of this Agreement, the Parties hereby agree to abide by the following provisions:

(a) BINDING ARBITRATION OF DISPUTES. EXCEPT AS SET FORTH IN SECTION (h) BELOW, THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT ANY DISPUTE (HEREINAFTER DEFINED) SHALL BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY OR IN A COURT OF LAW OR EQUITY. "DISPUTES" (WHETHER CONTRACT, WARRANTY, TORT OF ANY TYPE INCLUDING NEGLIGENCE, AND CLAIMS ARISING UNDER ANY STATUTE OR OTHERWISE), SHALL INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT OR ANY DEALINGS BETWEEN COMPANY AND HOMEOWNER. HOMEOWNER HAS EXECUTED THIS AGREEMENT ON BEHALF OF HIS OR HER SUCCESSORS AND CHILDREN AND OTHER OCCUPANTS OF THE HOME WITH THE INTENT THAT ALL SUCH PARTIES BE BOUND HEREBY. ANY DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A CLAIM OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, IT BEING INTENDED THAT ALL SUCH DISPUTES SHALL BE TIME-BARRED IN THE SAME MANNER AS IF THEY WERE BROUGHT IN COURT.

THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION.

(b) ARBITRATION PROCEDURE. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S ARBITRATION RULES MOST APPLICABLE TO THE SUBJECT MATTER AS ARE IN EFFECT ON THE DATE OF THE REQUEST. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN, AND ENFORCED BY, ANY COURT HAVING JURISDICTION OVER SUCH DISPUTE. IF THE CLAIMED AMOUNT EXCEEDS \$250,000.00, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS; HOWEVER IF MUTUALLY AGREED TO BY THE PARTIES, THEN THE DISPUTE SHALL BE HEARD AND DETERMINED BY ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN THE SUBJECT AREA(S) INVOLVED IN THE DISPUTE, WHICH SHALL INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

(c) SCOPE OF ARBITRATION. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS EXHIBIT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS EXHIBIT. COMPANY AND HOMEOWNER FURTHER AGREE THAT: (1) ANY DISPUTE INVOLVING COMPANY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, PAST OR PRESENT, SHALL ALSO BE SUBJECT TO ARBITRATION AS SET FORTH HEREIN, AND SHALL NOT BE LITIGATED IN A COURT OF LAW OR EQUITY; (2) COMPANY MAY, AT ITS SOLE ELECTION, INCLUDE COMPANY'S CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS WELL AS WARRANTY PROVIDERS AND INSURERS AS PARTIES TO THE ARBITRATION, IN WHICH CASE HOMEOWNER SHALL AGREE TO ARBITRATE ANY DISPUTE HOMEOWNER HAS WITH SUCH PARTIES AS SET FORTH IN THIS EXHIBIT; AND (3) THE ARBITRATION SHALL BE LIMITED TO THE PARTIES SPECIFIED HEREIN.

(d) EFFECT OF ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND HOMEOWNER AGREE THAT NO FINDING OR STIPULATION OF FACT,

NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS A MUTUALITY OF ALL PARTIES. COMPANY AND HOMEOWNER FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF ALL PARTIES.

(e) COSTS OF INITIATING ARBITRATION. COMPANY SHALL ADVANCE THE FEES NECESSARY TO INITIATE ARBITRATION, WITH THE COSTS AND ARBITRATOR'S FEES, INCLUDING ONGOING COSTS AND ARBITRATOR'S FEES TO BE PAID AS AGREED BY THE PARTIES, OR, IF THE PARTIES CANNOT AGREE UPON THE PAYMENT OF THE ONGOING COSTS AND FEES, THEN AS DETERMINED BY THE ARBITRATOR, WITH OVERALL COSTS AND FEES OF THE ARBITRATION TO BE ULTIMATELY BORNE AS DETERMINED BY THE ARBITRATOR.

(f) COSTS OF ARBITRATION. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF THIS ARBITRATION PROVISION IN A COURT OF LAW OR EQUITY, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST, INCLUDING SUCH FEES AND COSTS ASSOCIATED WITH ANY APPELLATE PROCEEDINGS. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH AWARD.

(g) ARBITRATION RULES. HOMEOWNER MAY OBTAIN ADDITIONAL INFORMATION CONCERNING THE RULES OF AAA BY VISITING ITS WEBSITE [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY WRITING THE AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.

(h) PARTIES' AGREEMENTS. THE PARTIES SUPPORT THE PRINCIPLES SET FORTH IN THE CONSUMER DUE PROCESS PROTOCOL DEVELOPED BY THE NATIONAL CONSUMER DISPUTE ADVISORY COMMITTEE AND AGREE TO THE FOLLOWING:

(i) NOTWITHSTANDING THE REQUIREMENTS OF ARBITRATION STATED IN THIS EXHIBIT, "ORDINARY CLAIMS" ARE NOT SUBJECT TO THIS ARBITRATION PROVISION AND MAY BE RESOLVED THROUGH LITIGATION AT THE INITIATION OF EITHER PARTY. A CLAIM WILL BE CONSIDERED AN "ORDINARY CLAIM" IF ALL THREE OF THE FOLLOWING ARE TRUE: (1) THE ONLY REMEDY BEING SOUGHT FOR THE CLAIM IS MONETARY DAMAGES; (2) THE RECOVERY BEING SOUGHT FOR THE CLAIM IS LESS THAN \$25,000, EXCLUDING INTEREST AND COSTS; AND (3) THE ONLY PARTIES TO LITIGATION TO RESOLVE THE CLAIM WILL BE HOMEOWNER, COMPANY AND/OR RELATED PARTIES.

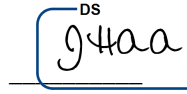
(ii) THE FEES FOR ANY CLAIM PURSUED VIA ARBITRATION IN AN AMOUNT OF \$10,000.00 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE APPLICABLE ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES.

(i) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, EACH OF COMPANY AND HOMEOWNER MAY SEEK INJUNCTIVE RELIEF, AND NOT MONETARY DAMAGES, FROM A COURT BECAUSE IRREPARABLE DAMAGE OR HARM WOULD OTHERWISE BE SUFFERED BY EITHER PARTY BEFORE ARBITRATION COULD BE CONDUCTED, AND SUCH ACTIONS SHALL NOT BE INTERPRETED TO INDICATE THAT EITHER PARTY HAS WAIVED THE RIGHT TO ARBITRATE. THE RIGHT TO ARBITRATE SHOULD ALSO NOT BE CONSIDERED WAIVED BY THE FILING OF A COUNTERCLAIM BY EITHER PARTY ONCE A CLAIM FOR INJUNCTIVE RELIEF HAS BEEN FILED WITH A COURT.

NOTICE: BY INITIALING IN THE SPACE BELOW, COMPANY AND HOMEOWNER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED BY A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW EACH IS GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, EACH MAY BE COMPELLED TO ARBITRATE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

BOTH PARTIES HAVE READ AND UNDERSTAND THE ARBITRATION PROVISIONS AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ABOVE ARBITRATION OF DISPUTES PROVISIONS TO NEUTRAL ARBITRATION.

  
**HOMEOWNER'S INITIALS**

  
**COMPANY'S INITIALS**

**Exhibit VIII**

**Privacy Policy Notice**

**Personal Information and Privacy Policy.** Please read Sunnova's Privacy Policy on Sunnova's website (<https://www.sunnova.com/privacy-policy>) for detailed information about how we collect and use personal information.

**SOLAR ENERGY SYSTEM ADDENDUM**  
Sunnova SunSafe® Solar + Battery Storage Lease or Purchase Option

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the sixteenth day of September, 2023, between Ram Swami, Gaytri Swami (collectively, "**Buyer**" or "you") and Seller, as defined in the Purchase Agreement, regarding the residential real property described in the Purchase Agreement and located in the City/County of Hemet / Riverside California (the "**Property**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the same meanings set forth in the Purchase Agreement, and all references in this Addendum to the Purchase Agreement shall be deemed to include references to this Addendum and any other addenda and riders attached to the Purchase Agreement, which are hereby incorporated into this Addendum.

2. **Solar Energy System Description.** Subject to Section 11 below, the home on the Property ("**Home**") will be equipped with a solar energy system (the "**System**") that includes both a photovoltaic system ("**PV System**") with roof-mounted components that convert solar energy to electricity ("**PV System Components**"), and an energy storage system ("**Battery System**") with battery components that store electricity for use in the Home ("**Battery System Components**"), along with certain fixtures related to these components. Together, the PV System Components and the Battery System Components are the "**System Components**".

The PV System Components consist of the following:

- (a) Photovoltaic roof tiles, modular solar panels or laminates, that collect solar energy and generate DC electricity ("**Solar Array**");
- (b) Racking system rails, on which Solar Arrays are mounted;
- (c) Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity;
- (d) 'L' brackets from "standoff" risers, that secure the racking system to the roof;
- (e) Junction boxes if attached to racking;
- (f) Trunk cables and other roof-top electrical wiring; and
- (g) All related hardware and a web-based solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port if the Home is not located in an area with cellular service reasonably acceptable to System Owner).

The Battery System Components consist of the following:

- (a) Battery Cabinet containing the battery and battery electronics;
- (b) Battery Control Panel (also called a "Gateway" or Transfer Switch") that is the primary hub connecting the PV System, the Home and the Battery System, and contains smart controls to manage energy flow and monitoring equipment;
- (c) Battery, typically mounted on a wall in the garage, or at System Owner's sole discretion in another suitable Home location compliant with applicable building codes and manufacturer's requirements.

3. **Solar Energy System Election.** You must elect to either (a) lease the System Components by entering into a Sunnova SunSafe® Solar + Battery Storage Service Easy Plan; Equipment Lease (the "**Solar Lease**"), or (b) purchase the System Components from Seller by adding the price of the System Components to the price of the Property purchased from Seller. The terms of the Solar Lease are contained in a separate written agreement between you and Sunnova Energy Corporation that is registered to do business in California, and its successors and assigns ("**System Owner**"). In order to consummate your purchase of the Property, you must make your election to either execute the Solar Lease or purchase the System Components from Seller as part of the Property, no later than the Election Date defined in Section 6 below.

4. **Solar Lease.**

4.1 **Lease Payment.** As set forth in the Solar Lease, the Solar Lease is a lease of the System Components between System Owner (who retains ownership of the System Components) and you as the Property owner, in which (i) you agree to permit System Owner to operate, maintain and repair the System Components within and on the roof of the Home, and (ii) you agree to pay a fixed, monthly payment (the "**Lease Payment**") in consideration for the System Owner leasing the System Components to you and providing you with all of the electricity generated by the PV System ("**Generated Electricity**") for a twenty-five (25) year term. You will be required to start paying the Lease Payment on the later of the Placed in Service Date or Close of Escrow (as defined in the Solar Lease). Local law may entitle you to credits or payments from the local electric utility for the Generated Electricity. You will be responsible for executing and complying with any agreements or other documents with the local electric utility in order to obtain such credits and payments for your own account. Regardless of your participation in such a program, you will be responsible for making the Lease Payment to System Owner each month.

4.2 **Resale.** UNDER THE SOLAR LEASE, IF YOU LATER WANT TO SELL YOUR HOME WITHIN THE TERM OF THE SOLAR LEASE, YOU WILL BE REQUIRED TO TAKE ONE OF THE FOLLOWING ACTIONS AT THE TIME OF SALE:

- A. YOU AND THE RESALE BUYER MUST, WITHOUT PENALTY, ENTER INTO AN AGREEMENT TO ASSIGN THE SOLAR LEASE TO THE RESALE BUYER WHO AGREES TO ASSUME THE SOLAR LEASE OBLIGATIONS, FOR THE BALANCE OF THE 25 YEAR TERM; OR
- B. YOU OR THE RESALE BUYER OF YOUR HOME MUST PURCHASE THE SYSTEM COMPONENTS FOR AN AMOUNT CALCULATED IN ACCORDANCE WITH EXHIBIT IV OF THE SOLAR LEASE AND AS DESCRIBED BELOW (THE "**SYSTEM PRICE**").

4.2.1 Possible Impacts of Solar Lease on Resale of Home.

IN THE EVENT THE RESALE BUYER OF YOUR HOME DOES NOT AGREE TO THE ASSIGNMENT OF THE SOLAR LEASE AND TO THE ASSUMPTION OF THE SOLAR LEASE OBLIGATIONS, THE COST OF PURCHASING THE SYSTEM COMPONENTS AT THAT TIME MAY MAKE THE RESALE OF THE HOME MORE DIFFICULT, AND WILL IMPACT THE TOTAL PURCHASE PRICE AND/OR PROCEEDS OF THE HOME SALE, DEPENDING ON WHETHER YOU OR THE RESALE BUYER IS RESPONSIBLE FOR THE SYSTEM PRICE.

IF THE SYSTEM COMPONENTS ARE NOT PURCHASED BY EITHER YOU OR THE RESALE BUYER OF YOUR HOME, THE SYSTEM COMPONENTS WILL REMAIN THE PERSONAL PROPERTY OF SYSTEM OWNER AND WILL NOT BE A "FIXTURE" OF THE HOME. ALTHOUGH ONE CANNOT PREDICT WHAT CONSIDERATION A PROPERTY APPRAISER WILL GIVE TO A SYSTEM THAT INCLUDES PERSONAL PROPERTY OF SYSTEM OWNER WHEN APPRAISING THE HOME, SUCH SYSTEM COMPONENTS SHOULD NOT BE INCLUDED AS PART OF THE REAL PROPERTY IN ANY SUCH APPRAISAL OF THE HOME AND MAY NOT ADD TO THE VALUE OF THE HOME UPON REFINANCING OR SALE. SO LONG AS SYSTEM OWNER REMAINS THE OWNER OF THE SYSTEM COMPONENTS, THERE WILL BE A RECORDED GRANT OF EASEMENTS AND A UNIFORM COMMERCIAL CODE (UCC) STATEMENT AFFECTING TITLE TO THE HOME THAT DISCLOSES TO ALL INTERESTED PARTIES THAT THE SYSTEM COMPONENTS ARE THE PERSONAL PROPERTY OF SYSTEM OWNER AND THAT SYSTEM OWNER MAY HAVE THE RIGHT TO REMOVE THE SYSTEM COMPONENTS UPON TERMINATION OF THE SOLAR LEASE.

4.2.2 Example of System Price on Resale of Home.

THE FOLLOWING PROJECTIONS OF THE SYSTEM PRICE (THE "**ILLUSTRATION**") ARE BASED ON CURRENTLY-AVAILABLE INFORMATION, ARE ILLUSTRATIVE ONLY AND SHOULD NEVER BE RELIED UPON. THE ILLUSTRATION IS BASED ON THREE SPECIFIED VARIABLES, BEING THE PV SYSTEM SIZE, THE MARKET VALUE PER WATT, AND THE BATTERY SYSTEM COMPONENTS' MARKET VALUE. THE ACTUAL VALUES OF THESE VARIABLES MAY DIFFER MATERIALLY FROM THOSE SET FORTH IN THE ILLUSTRATION. NO ONE CAN PREDICT CONDITIONS WITH COMPLETE ACCURACY. NO GUARANTEE OF ANY KIND IS OFFERED REGARDING A SPECIFIC SYSTEM PRICE. YOUR SYSTEM PRICE WILL VARY BASED ON THE SIZE OF YOUR PV SYSTEM AND THE THEN-CURRENT FAIR MARKET VALUES OF WATTS AND BATTERY SYSTEM COMPONENTS.

**NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE RESPECTING THE ACCURACY OR COMPLETENESS OF THE ILLUSTRATION AND THE UNDERLYING ASSUMPTIONS. EACH BUYER IS URGED TO CONSULT WITH LEGAL COUNSEL OR OTHER THIRD PARTY ADVISOR (WHOSE VIEWS MAY DIFFER FROM THOSE DESCRIBED IN THE ILLUSTRATION) WITH RESPECT TO SUCH ASSUMPTIONS.**

The System Price is calculated as the fair market value of the System, depreciated on a straight-line basis over the thirty-five (35) year life of the PV System.

**Example:**

This example assumes that the size of the PV System is 3 kilowatts (3,000 watts), the original fair market value of the PV System Components per watt is \$3.99, and the original fair market value of the Battery System Components is \$12,000. As a result, the combined fair market value of the System Components at the commencement of the Solar Lease term is (i) \$11,970 (3,000 watts x \$3.99/watt) for the PV System Components, plus (ii) \$12,000 for the Battery System Components, which equals \$23,970 (\$11,970 + \$12,000). Therefore, in this example the System Price during each year of the 25-year Solar Lease term would be as follows:

| <u>Year of the Term</u> | <u>System Price*</u> | <u>Year of the Term</u> | <u>System Price*</u> | <u>Year of the Term</u> | <u>System Price*</u> |
|-------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|
| 1                       | \$23,285             | 10                      | \$17,122             | 18                      | \$11,643             |
| 2                       | \$22,600             | 11                      | \$16,437             | 19                      | \$10,958             |
| 3                       | \$21,916             | 12                      | \$15,752             | 20                      | \$10,273             |
| 4                       | \$21,231             | 13                      | \$15,067             | 21                      | \$9,589              |
| 5                       | \$20,546             | 14                      | \$14,382             | 22                      | \$8,904              |
| 6                       | \$19,861             | 15                      | \$13,698             | 23                      | \$8,219              |
| 7                       | \$19,176             | 16                      | \$13,013             | 24                      | \$7,534              |
| 8                       | \$18,491             | 17                      | \$12,328             | 25                      | \$6,849              |
| 9                       | \$17,807             |                         |                      |                         |                      |

\*Includes Sales Tax

4.3 Term of the Solar Lease. The term of the Solar Lease for the Home on the Property begins on the date that is the later of either (a) the date of the Close of Escrow for the purchase of the Home, or (b) the date on which the System for the Home begins to operate. The Solar Lease ends on the date that is 25 years from and after the date that the System for the Home on the Property began to operate.

4.4 Options at Expiration of the Term of Solar Lease. At the expiration of the term of the Solar Lease, you will have the option to: (a) purchase the System Components for the fair market value of the System Components described in Exhibit IV of the Solar Lease; (b) extend the term of the Solar Lease for up to an additional ten (10) years in two (2) five-year extension periods; or (c) have System Owner remove the System Components from the Home and restore the affected portion of the Home's roof, as described in the Solar Lease and the Solar Equipment Easement (defined below).

4.5 Option to Purchase at Any Time. You have the option to purchase the System Components at any time during the Term. The System Price will be the System Components' fair market value described in Exhibit IV of the Solar Lease.

4.6 System Owner and Buyer Obligations.

4.6.1 System Owner Maintenance. System Owner under the Solar Lease will be responsible for the maintenance and repair of the System Components. To reduce response times for System Component service calls and the impact of inspections on roofs, System Owner may (with approximately 24 hours advance notice to you) operate a drone from the Property for aerial video inspection of the roof-top PV System and any other objects related to the service call. However, there is no guarantee that such a drone inspection will not inadvertently view other portions of Buyer's Property.

4.6.2 Buyer Obligations. Buyer will be responsible for (a) promptly notifying the System Owner of any problems with the System, (b) maintaining electrical connections for the ongoing monitoring of the System, and maintaining a working internet connection and a router with an available port for such monitoring unless the Home is located in an area with cellular service that System Owner determines to be reliably functional for System Owner's remote monitoring, (c) keeping all trees, other vegetation and any other obstructions from overshadowing or blocking the PV System's access to sunlight, and (d) the costs of repairing any damage to the System caused by Buyer, Buyer's guests or other invitees. If Buyer fails to make Lease Payments or otherwise fails to perform Buyer's other obligations under the Solar Lease, Buyer may have to pay certain fees to the System Owner (and will be subject to additional remedies) as set forth in Section 5.04 of the Solar Lease.

4.7 Recorded Solar Instruments. As long as the System Owner remains the owner of the System Components, the following documents will affect title to the Property:

4.7.1 Equipment Easement. The Home, the Property and the access-ways in the Community will be subject to a recorded Grant of Easements for Solar Energy Equipment (the "**Solar Equipment Easement**") which is for the purpose of permitting System Owner to design, lay-out, install, operate, maintain, repair, replace, improve and remove the System Components within and on the roof of the Home, among many other important rights and obligations, including a right of access to eliminate the shading of any roof-top Solar Arrays of your Home's System Components. The Solar Equipment Easement prohibits the shading of Solar Arrays and reserves

to the System Owner a right of entry, after notice, to cure the shading of any Solar Arrays that are subject to the Solar Lease.

4.7.2 Solar Notice. Your Property will also be subject to a Notice of an Independent Solar Energy Producer Contract (the "**Solar Notice**") that describes the Solar Lease. The Solar Notice will be recorded against the Property at the Close of Escrow, as required by California law. You agree to pay, as a closing cost, the fee charged by the County Recorder to record the Solar Notice.

4.7.3 UCC-1 Statement. The System Owner may also file with the California Secretary of State, and will record against the Property at the Close of Escrow, a UCC-1 Financing Statement to provide notice of System Owner's ownership, as personal property, of the System Components. You agree to pay, as a closing cost, the fee charged by the County Recorder to record the UCC-1 Financing Statement.

SAMPLE COPIES OF THE FORM OF THE SOLAR EQUIPMENT EASEMENT, THE SOLAR NOTICE AND UCC-1 FINANCING STATEMENT ARE ATTACHED AS EXHIBITS TO THE SOLAR LEASE.

## 5. Purchase of System Components.

5.1 System Price. If you elect to purchase the System Components from Seller as part of your Home, the System Components' purchase price will be added to the purchase price of the Property. YOU ACKNOWLEDGE, HOWEVER, THAT IF YOU FINANCE THE PURCHASE OF THE PROPERTY, IN CERTAIN INSTANCES THE PURCHASE OF THE SYSTEM COMPONENTS COULD RESULT IN AN INSUFFICIENT APPRAISED VALUE. IN SUCH A CASE, YOU AGREE TO EITHER (A) PAY ADDITIONAL FUNDS DOWN TO FACILITATE THE PURCHASE OF THE PROPERTY, OR (B) ENTER INTO THE SOLAR LEASE WITH SYSTEM OWNER.

5.2 Maintenance/Warranties. If you elect to purchase the System Components, at the Close of Escrow you will own the System Components and be responsible for their operation and maintenance. The System Components that you purchase will be subject to warranties provided by the manufacturer.

5.3 Release of Easement. If you elect to purchase the System Components, at the Close of Escrow, System Owner will be responsible for removing the Solar Equipment Easement (which was recorded against the Community or phase thereof prior to the Close of Escrow) from the Property as a matter of record.

6. Solar Payment Election; Acknowledgement. Buyer shall make its election to either (a) enter into a Solar Lease or (b) purchase the System Components, not later than five (5) business days after the Effective Date of the Purchase Agreement ("**Election Date**") and in all events no later than the Close of Escrow. Buyer must make its election by completing, signing and delivering to Seller the Solar Payment Election Addendum attached to this Addendum by the Election Date. If Buyer fails to deliver a completed signed Solar Payment Election Addendum to Seller on or before the Election Date, such failure shall constitute Buyer's conclusive election to enter into a Solar Lease with the System Owner. BY MAKING YOUR ELECTION, OR HAVING BEEN DEEMED TO HAVE MADE AN ELECTION, YOU ACKNOWLEDGE AND REPRESENT TO SELLER THAT (A) YOU HAVE RECEIVED AND READ THIS ADDENDUM, (B) SELLER HAS OFFERED AND GIVEN YOU A REASONABLE OPPORTUNITY TO EVALUATE THIS ADDENDUM IN ORDER TO MAKE AN INFORMED DECISION ON WHETHER TO ENTER INTO THE SOLAR LEASE OR TO PURCHASE THE SYSTEM COMPONENTS, (C) SELLER HAS ADVISED YOU TO CONSIDER CONSULTING WITH LEGAL AND/OR TECHNICAL EXPERTS WHEN DECIDING WHETHER TO ENTER INTO THE SOLAR LEASE OR PURCHASE THE SYSTEM COMPONENTS, (D) YOU HAVE BEEN PROVIDED WITH THE SOLAR LEASE OR SOLAR PURCHASE AGREEMENT, AS APPLICABLE, IN SUBSTANTIALLY THE FORM TO BE SIGNED BY BUYER, (E) YOU ACKNOWLEDGE THAT SELLER'S REPRESENTATIVES ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS ABOUT THE SYSTEM THAT ARE NOT CONTAINED IN THE WRITTEN SYSTEM MATERIALS PROVIDED TO YOU BY SELLER AND SYSTEM OWNER, AND THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS MADE BY SELLER'S REPRESENTATIVES OR ANY OTHER AGENT OR EMPLOYEE OF THE SELLER ABOUT THE SYSTEM THAT DIFFER FROM THE WRITTEN SYSTEM MATERIALS, AND (F) YOU HAVE VOLUNTARILY DECIDED TO EITHER ENTER INTO THE SOLAR LEASE OR PURCHASE THE SYSTEM COMPONENTS AS A RESULT OF YOUR OWN INVESTIGATIONS, EVALUATIONS AND THE RECOMMENDATIONS OF YOUR OWN EXPERT(S) AND ADVISOR(S).

7. Preventing PV System Shading. The PV System generates energy by exposure of the Solar Array to the sun, and a PV System's production of energy will be reduced or even eliminated if trees or other obstructions are allowed to cause shading of the Solar Array.

7.1 The Solar Declaration. In an effort to control the effect of shading from obstructions located on neighboring land developed by Seller, some or all of the homes in the Community may be subject to a recorded Declaration of Solar Energy Covenants, Conditions and Restrictions ("**Solar Declaration**") that prohibits the shading of roof-top Solar Arrays of the PV System on the Property and on neighboring homes. If a Solar Declaration has been recorded over the Property, the Solar Declaration reserves to the System Owner a right of entry, after notice, to cure the shading of any Solar Arrays that are subject to a Solar Lease. The Solar Declaration also restricts the height of trees, structures and other improvements that cast a shadow over any Solar Array ("**Prohibited Shading**"). If a Solar Declaration has been recorded

and is applicable to the Property, you will be provided a copy of it. You are advised to fully read and understand the Solar Declaration and to consider the effect of the Prohibited Shading restriction when making a decision to purchase the Home. A homeowners association and homeowners may have the right, but not the obligation, to enforce a recorded Solar Declaration.

**7.2 Solar Declaration Effects and Limitations.** The Solar Declaration discloses that because of the restriction against Prohibited Shading and the dimensions of the Property, the Property may not be large enough to accommodate (a) the planting of medium or large trees in the yard of the Property, (b) the construction of upper-floor additions or roof-top structures on the Property, and (c) the growth of some trees to mature height on the Property. The effect of a recorded Solar Declaration will be limited if neighboring land owned by others is not subject to the Solar Declaration recorded by Seller, or subject to any other solar shading restrictions. Examples of land without solar shading restrictions may include abutting public parkways and public parks, golf courses, natural or landscaped common areas and homes that are not a part of the Community. In any cases where the Property or neighboring land is not subject to recorded shading restrictions, it may not be possible for Buyer or System Owner to prevent a Solar Array on Buyer's Home from being shaded by trees and other obstructions on neighboring land. Buyer must consider whether the Property or neighboring land is not subject to solar shading restrictions when making a decision to purchase the Home. Neither System Owner, Seller, nor their sales representatives, affiliates or assigns, shall be liable for any Prohibited Shading of the Solar Array on the Property caused by obstructions on the Property or on neighboring land.

**7.3 Design and Maintenance of Improvements to Prevent Shading.** The height and distance of mature trees and other structures from the closest point of a nearby Solar Array is very important in preventing Prohibited Shading when planning improvements to the Home and its yard. As an example, a Solar Array on a one-story home means that even a small tree, if planted too close to the home, can block the Solar Array when the tree matures. To assist in planning, if a Solar Declaration is recorded, it contains guidelines (the Horizontal Distance Table and the Minimal Shading Criterion) established to minimize the shading of Solar Arrays. When planning to plant a tree or install any tall structure, Buyer or Buyer's design consultant should first use the Solar Declaration guidelines to determine the maximum height and minimum distance of the proposed improvement from the closest point on any nearby Solar Array. Under a recorded Solar Declaration, Buyer may not permit installation of any tree or other obstruction on the Property that causes Prohibited Shading of a Solar Array, and Buyer must continuously maintain the height of any trees and landscaping on the Property to avoid Prohibited Shading of a Solar Array, whether the Solar Array is located on the Property or on a neighboring home.

## **8. Governmental and Electric Utility Solar Programs and Incentives.**

**8.1 Governmental Incentives.** Federal, State and local governmental jurisdictions may from time to time offer or make available to the owner of the System Components various tax credits or other financial incentives, excluding any State rebate paid to System Owner or Seller ("**Governmental Incentives**") for installing System Components that serve a residential dwelling. The types of Governmental Incentives made available, if any, may include a federal income tax credit for a portion of the cost of the System Components and similar tax credits and exemptions. If you elect to purchase the System Components you may be entitled to certain Governmental Incentives; however, if you elect to enter into the Solar Lease, then the System Owner (not you) is entitled to any Governmental Incentives. The rules and requirements applicable to Governmental Incentives and their availability are subject to change at any time, and particular Governmental Incentives may be available for a limited time only. The Solar Lease contains provisions regarding the Governmental Incentives retained by the System Owner.

**8.2 Utility Company Incentives.** The installation of System Components that are interconnected with the transmission grid of the local electric utility (the "**Utility Company**"), and the production of Generated Electricity may entitle you or the System Owner to renewable energy credits or other financial incentives ("**Utility Incentives**"). from the Utility Company. The types of Utility Incentives made available may include (a) payment for solar renewable energy credits based upon the kilowatt hours of electricity generated by the PV System and (b) credits or payments for excess electricity generated by the PV System that is not consumed or stored at the Property under 'net metering'; however, Utility Incentives exclude any State rebate and any tax incentive paid directly to System Owner or Seller. If you elect to enter into the Solar Lease, the System Owner will retain or receive any available Utility Incentives, other than any credits or payments from the Utility Company for Generated Electricity that exceeds the electricity consumed or stored at the Property in a calendar month, subject to the Utility Company's terms and conditions, tariffs and applicable laws.

**8.3 Processing Applications for Electric Utility Interconnection and Incentives.** If the Generated Electricity exceeds the electricity consumed and stored at the Property, the excess energy is exported to the local electric transmission grid, under the terms of an interconnection agreement for the Home with the Utility Company. You agree to sign and return to the System Owner within 10 business days of your receipt thereof, any such interconnection agreement and other documentation to the extent required for participation in the Utility Incentives program of the Utility Company or as may be required under the terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the System may be activated, and the Utility Company may take sixty (60) or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess Generated Electricity exported to the grid. The terms of the interconnection agreement with the Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact the Utility Company at 800-655-4555, or their website at: [www.sce.com](http://www.sce.com). The Utility Incentives program may also require you to provide proof to

the Utility Company that you carry homeowner's liability insurance in an amount required by the Utility Company. If you elect to enter into the Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (a) any credit or payment from the Utility Company for Generated Electricity that exceeds the electricity consumed and stored at the Property, or (b) any incentives offered by the Utility Company only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller, the System Owner and the Utility Company to (i) activate the System, and (ii) implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease, in a timely manner in order to facilitate such participation.

8.4 System Activation Delay; System Disconnection. You are responsible for all utility costs for the Home. If interconnection or activation of the System for the Home is delayed by the Utility Company or any other cause, your initial electric utility costs before the System is activated may be higher than your electric utility costs after the System is activated. System activation is beyond Seller's control. The System is designed to generate and deliver electricity in conjunction with Utility Company's electric distribution system. If Utility Company's electric service to Buyer's Home is interrupted, the PV System may shut down, and Utility Company may disconnect its electric service to the Home to protect its service personnel while restoring electric service.

## 9. Warranties and Performance.

9.1 System Warranties. Specified elements of the System will be subject to a Platinum Limited Warranty (including a Power Production Guarantee) provided by System Owner ("**System Owner Warranty**"). The System Components may also be subject to a written limited warranty and a performance guarantee provided by a component manufacturer. Warranties and performance guarantees are subject to written conditions set forth in the applicable limited warranty. Buyer's failure to comply with any such conditions may invalidate a warranty or performance guarantee for the System. You may request from Seller a copy of the limited warranties from System Owner and manufacturer(s) for review before Close of Escrow.

9.2 Performance Conditions. The performance of the System will vary depending on a number of factors that are unique to the design of the Home and the System and to the use of electric power in your Home. As discussed in Section 10 below, Seller makes no performance guarantees or warranties to Buyer with respect to the System Components installed by System Owner, and Seller assumes no liability for the performance of the System or the performance of maintenance or warranty service on the System Components. FURTHER, THE SYSTEM IS INTENDED FOR HOUSEHOLD PURPOSES ONLY AND NO GENERATED ELECTRICITY MAY BE USED TO HEAT A SWIMMING POOL OR SPA, IF APPLICABLE.

9.3 Batteries and Use of Power; Release of System Owner Liability. As provided in the System Owner Warranty, the Battery System will include one or more batteries ("**Battery**"), which will be installed by System Owner or its contractors. In normal operating conditions the installed Battery should pose no danger to you. However, if mishandled or damaged, the installed Battery may become dangerous and could pose dangers related, but not limited to fire hazards, high-voltage hazards, and mechanical damage. Please consult your Battery manufacturer's warranty materials for handling and operation information. You agree to release and not hold System Owner liable for any loss from Battery mishandling or damage you cause.

9.3.1 Remote Management and Discharge; Waiver of Claims Against System Owner. As provided in the System Owner Warranty, you agree that System Owner shall have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the Battery, at any time and in its sole discretion and without notice, for the purposes of increasing your energy savings, preparing you for potential grid outage situations and for your participation in third-party programs (including, but not limited to utility or grid programs), or otherwise participating in the management of electricity in your service area. Should System Owner change the mode of the Battery (to discharge or reserve), you will benefit either through direct use of the energy discharged or reserved, or through the receipt of a net metering credit, as applicable in your utility district. System Owner further agrees that should it remotely discharge the Battery, it will not cause any undue strain on or alter the warranty for the Battery, and in these programs managed by System Owner, System Owner will maintain a reserve of no less than a 20% charge in the battery following such discharge in coordination with a third-party program.

Also as provided in the System Owner Warranty, you acknowledge and agree that System Owner may receive compensation as a result of your participation in an energy management program including, but not limited to load shifting, capacity, voltage management, or any other use of the Battery energy within the parameters defined above. You further acknowledge that you hereby waive any and all claims to further compensation from System Owner or any third party. Notwithstanding the prior sentence, System Owner from time to time may offer additional opportunities for customer participation in third-party programs subject to a separate agreement, and you may be eligible to receive compensation from System Owner in connection with such programs

9.4 Backup Power; Release of System Owner Liability. As provided in the System Owner Warranty, a Battery System may offer only limited backup power in the event of a power outage. Under the terms of the System Owner Warranty (a) System Owner may direct for use or export within certain limited circumstances, described above, up to 80% of a Battery System's stored energy, (b) You agree that only

the energy stored in the Battery System battery (if any) at the time of a power outage will be available to you for backup power services, as well as any additional energy produced by the System during that outage, (c) System Owner provides no guarantee or warranty that the Battery System backup capacity, if any, will be available without interruption during every power outage; and (d) You also agree that System Owner will not be liable in the event the Battery System fails to provide backup power, and System Owner disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery System to provide backup power arising out of System Owner's gross negligence or willful misconduct. DO NOT DEPEND ON BATTERY BACKUP 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.

9.5 No Guarantee of Savings, Performance or Benefits. Seller and System Owner have not and cannot guarantee the actual energy savings that will be achieved by any System. Actual savings produced, if any, will depend on factors beyond the control of Seller and System Owner including, but not limited to, the level of electricity use in the Home, weather conditions and the System's design and operations. Further, Seller has not and cannot make any representations concerning the performance of the System, including the PV System Components and Battery System Components, the performance of maintenance or warranty service by System Owner or the manufacturer of the System, or the availability of any tax benefits, cash grants or rebates derived from the System. Any maintenance and warranties are from System Owner in the event you enter into the Solar Lease, and from the manufacturer in the event you purchase the System Components (in either event, maintenance and warranties are not from Seller). The System Components are expressly excluded from Seller's warranty on the Home provided in the Purchase Agreement.

10. **No Seller System Representations or Liability.**

10.1 No Seller Representations or Warranties. ALL TERMS OF THE PERFORMANCE, WARRANTIES AND OTHER ASPECTS OF THE SYSTEM ARE SET FORTH IN THE WRITTEN MATERIALS PROVIDED TO BUYER BY SYSTEM OWNER OR SYSTEM MANUFACTURER. SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES DO NOT REPRESENT SYSTEM OWNER OR THE SYSTEM MANUFACTURER.

SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER OF ANY KIND, TYPE OR NATURE REGARDING THE SYSTEM, INCLUDING BUT NOT LIMITED TO (A) SYSTEM PERFORMANCE (INCLUDING ANY PERFORMANCE GUARANTEES), (B) THE TERMS OF THE SYSTEM LIMITED WARRANTY FROM SYSTEM OWNER OR THE MANUFACTURER'S WRITTEN WARRANTY (IF ANY), (C) MAINTENANCE OR WARRANTY SERVICE BY EITHER SYSTEM OWNER OR THE SYSTEM MANUFACTURER, AND (D) ENERGY COST SAVINGS, TAX BENEFITS, CASH GRANTS OR REBATES DERIVED FROM THE SYSTEM. ANY SUCH REPRESENTATIONS, GUARANTEES AND WARRANTIES ARE FROM SYSTEM OWNER OR SYSTEM MANUFACTURER, AND SELLER DISCLAIMS LIABILITY FOR ANY SUCH REPRESENTATIONS AND WARRANTIES.

10.2 No Seller Maintenance, Warranty Service or Liabilities. BUYER MUST LOOK SOLELY TO SYSTEM OWNER OR SYSTEM MANUFACTURER REGARDING THE SYSTEM, INCLUDING MATTERS OF SYSTEM PERFORMANCE, MATTERS OF SYSTEM MAINTENANCE OR WARRANTY SERVICE, AND ANY CLAIMS OF SYSTEM DEFECTS. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND ITS AFFILIATES ASSUME NO LIABILITY FOR (A) THE PERFORMANCE OF THE SYSTEM AND SYSTEM COMPONENTS, (B) THE PERFORMANCE OF MAINTENANCE OR WARRANTY SERVICE ON THE SYSTEM COMPONENTS, (C) DAMAGE TO THE PROPERTY CAUSED BY THE SYSTEM, (D) SYSTEM OWNER'S REMOTE MONITORING, UPDATING, CONTROLLING, CHARGING ENERGY TO, OR DISCHARGING ENERGY FROM, THE BATTERY SYSTEM, AND (E) THE INACCURACY OF SYSTEM INFORMATION PROVIDED BY SYSTEM OWNER AND REFERENCED HEREIN BY SELLER IN RELIANCE THEREON.

10.3 No Seller Liability for Information. Seller has relied on System Owner with respect to the accuracy of the System information reported in this Addendum, and Seller has no liability hereunder in the event such information is inaccurate.

10.4 Seller Not a Party. Seller, its Sales Associates, affiliates and representatives are not parties to or bound by any of the provisions of the Solar Lease or the Solar Purchase Agreement.

11. **Termination.** In the event the Close of Escrow occurs prior to the complete installation of the System Components and the activation of the System, and such complete installation and activation does not occur within ninety (90) days from the Close of Escrow due to Buyer's failure to (i) sign the interconnection agreement or related documentation, or (ii) cooperate in the activation of the System, as described in this Addendum, Seller may unilaterally cancel and terminate this Addendum without any further obligations or liabilities hereunder.

12. **Contact Information.** Buyer agrees to update the telephone number and other contact information provided to Seller and System Owner if that information changes and consents to System Owner using any wireless or landline telephone number, email address, or other contact information that the Buyer has provided or provides, using any reasonable means of communication, including texts and voice calls that are made from a device deemed an automatic telephone dialing system or using an artificial or prerecorded voice. However, Buyer may revoke this consent and the consent provided by this Section is not a condition to the Buyer receiving services provided by

System Owner. Buyer's execution of this Addendum constitutes express written consent to the terms of this Section.

13. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

14. **Conflicts; Severability of Provisions.** In the event of any conflict between this Addendum and the Purchase Agreement, this Addendum shall control. In all other respects, the Purchase Agreement shall remain in full force and effect. If any provision or portion of this Addendum is determined to be unenforceable, or would render this Addendum unenforceable, such provision shall be removed and the remaining provisions or portions shall be enforced in accordance with their terms.

15. **Entire Agreement.** The Purchase Agreement, together with this Addendum and any other addenda and riders to the Purchase Agreement, contain the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts, whether oral or written, are hereby superseded by these documents. No addition to or modification of this Addendum or the Purchase Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

BUYER IS ADVISED TO TAKE WHATEVER STEPS ARE NECESSARY, INCLUDING CONSULTING WITH LEGAL OR OTHER ADVISORS, TO HAVE A FULL UNDERSTANDING OF THE SIGNIFICANCE OF THE EFFECT OF THE SOLAR LEASE ON THE RESALE OF THE HOME.

DocuSigned by:  
*Ram Swami*  
CA38D0E27903428...  
Buyer - Ram Swami  
Date 9/16/2023

DocuSigned by:  
*Gaytri Swami*  
287E87F4AE8B433...  
Buyer - Gaytri Swami  
Date 9/16/2023

Buyer -  
Date \_\_\_\_\_

Buyer -  
Date \_\_\_\_\_

SELLER:  
Lennar Homes of California, LLC, a California limited liability company  
a \_\_\_\_\_

DocuSigned by:  
*Kristin Bailey*  
FD55079B25444B3...  
Authorized Agent of Seller Kristin Bailey  
Date 9/17/2023

**ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM**

**SOLAR PAYMENT ELECTION ADDENDUM**

Sunnova SunSafe® Solar + Battery Storage Lease or Purchase Option

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the sixteenth day of September, 2023, between Ram Swami, Gaytri Swami (collectively, "**Buyer**") and Seller, regarding the Property consisting of residential real property located in the City/County of Hemet / Riverside, California.

1) **Defined Terms.** All initially-capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement and Solar Addendum, and all references to the Purchase Agreement in this Election Addendum shall be deemed to include the Solar Addendum, this Election Addendum and any other addenda and riders to the Purchase Agreement, all of which are incorporated into this Election Addendum.

2) **Solar Payment Election.** Buyer elects to: *[check only one box below]*

If this box is checked, Buyer elects under Section 4 of the Solar Addendum to enter into a Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease ("**Solar Lease**") and to lease the System Components from System Owner; or

If this box is checked, Buyer elects under Section 5 of the Solar Addendum to purchase the System Components from Seller for \$28,175.00 which will be added to the purchase price of the Property. **Buyer acknowledges that if the purchase price of the System Components results in an insufficient appraised value, Buyer agrees to either a) pay additional funds down to close the purchase of the Property, or b) enter into the Solar Lease with System Owner.**

BUYER SHALL MAKE ITS ELECTION TO EITHER (A) ENTER INTO A SOLAR LEASE, OR (B) ENTER INTO THE SOLAR PURCHASE AGREEMENT, NO LATER THAN ON THE **ELECTION DATE** DEFINED IN THE SOLAR ADDENDUM. IF BUYER FAILS TO COMPLETE, SIGN AND DELIVER THIS ELECTION ADDENDUM TO SELLER ON OR BEFORE THE ELECTION DATE, SUCH FAILURE SHALL CONSTITUTE BUYER'S CONCLUSIVE ELECTION TO ENTER INTO A SOLAR LEASE WITH SYSTEM OWNER.

3) **Counterparts.** This Election Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Election Addendum electronically to the other party.

4) **Conflicts.** In the event of any conflict between this Election Addendum and the Purchase Agreement and Solar Addendum, this Election Addendum shall control. In all other respects, the Purchase Agreement and Solar Addendum shall remain in full force and effect.

5) **Entire Agreement.** The Purchase Agreement, Solar Addendum, this Election Addendum and any other addenda and riders to the Purchase Agreement, contain the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts, whether oral or written, are superseded by these documents. No addition or modification of this Election Addendum, the Solar Addendum or the Purchase Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:  
*Ram Swami*  
CA38D0E27903428...  
Buyer - Ram Swami  
Date 9/16/2023

DocuSigned by:  
*Gaytri Swami*  
287E87F4AE8B433...  
Buyer - Gaytri Swami  
Date 9/16/2023

Buyer -  
Date

Buyer -  
Date

SELLER:  
Lennar Homes of California, LLC, a California limited liability company  
a

DocuSigned by:  
*Kristin Bailey*  
FD55079B25441B3...  
Authorized Agent of Seller  
Date 9/17/2023  
Kristin Bailey